

THE CORPORATION OF THE
TOWNSHIP OF BLANDFORD-BLENHEIM
BY-LAW NUMBER 1518-2007

A BY-LAW TO AUTHORIZE THE SUBMISSION OF AN APPLICATION TO THE ONTARIO INFRASTRUCTURE PROJECTS CORPORATION ("OIPC") FOR FUNDING FROM THE RURAL INFRASTRUCTURE INVESTMENT INITIATIVE FOR NEW ELIGIBLE CAPITAL PROJECTS OF THE CORPORATION OF TOWNSHIP OF BLANDFORD-BLENHEIM (THE "MUNICIPALITY"); AND TO APPROVE THE EXPENDITURE OF FUNDS ON SAID ELIGIBLE CAPITAL PROJECTS ;

WHEREAS the *Municipal Act, 2001* (Ontario), as amended, (the "Act") provides that a municipal power shall be exercised by by-law unless the municipality is specifically authorized to do otherwise;

AND WHEREAS on September 19, 2006 the Province of Ontario announced an investment of \$70 million dollars for rural infrastructure as a one-time grant for rural infrastructure initiatives to eligible Ontario municipalities;

AND WHEREAS on behalf of the Province of Ontario, OIPC will be administering the Rural Infrastructure Investment Initiative to eligible Ontario municipalities for the purposes of new eligible rural infrastructure initiative projects;

AND WHEREAS it is now deemed to be expedient to authorize for the municipal purposes of the Municipality the new capital projects described in column (2) of Schedule "A" (individually a "**Project**", collectively the "**Projects**") attached hereto and forming part of this By-law ("**Schedule "A"**") in the amount of the estimated expenditure set out in column (3) of Schedule "A";

AND WHEREAS OIPC has invited eligible Ontario municipalities desirous of obtaining funding pursuant to the Rural Infrastructure Investment Initiative in order to meet capital expenditures in connection with new eligible capital projects to make application to OIPC for such funding by completing and submitting an application on the form provided by OIPC (the "**Application**");

AND WHEREAS the eligible Municipality has submitted an Application to OIPC to request funding for the Projects;

NOW THEREFORE THE COUNCIL OF THE CORPORATION OF TOWNSHIP OF BLANDFORD-BLENHEIM ENACTS AS FOLLOWS:

1. The Council of the Municipality hereby confirms, ratifies and approves the completion by the Treasurer of an Application and the submission by such authorized official of an Application, duly executed by such authorized official, to OIPC for the funding of the Project(s) for the purposes of the Rural Infrastructure Investment Initiative in the maximum aggregate principal amount of \$948,000.00. (the "**Funding**").
2.
 - (a) Construction of each Project in the amount of the respective estimated Authorized Expenditure set out in column (3) of Schedule "A" is hereby approved and authorized;
 - (b) any one or more of the Mayor and Clerk-Administrator are hereby authorized to conclude contracts on behalf of the Municipality for the construction of the Project(s) in accordance with the Municipality's usual protocol;

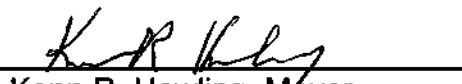
By-law Number **1518-2007** Cont'd.

- (c) where applicable, the Road Manager of the Municipality will forthwith make such plans, profiles and specifications and furnish such information as in the opinion of the Road Manager is necessary for the construction of the Project(s);
- 3. where applicable, the construction of the Project(s) shall be carried on and The Council of the Municipality hereby confirms that the Funding will be applied and shall be used exclusively for financing those Project(s) eligible under the Rural Infrastructure Investment Initiative as set out in Schedule "A" to this By-Law and for no other purposes.
- 4. This By-law takes effect on the day of passing.

By-law **READ** a **FIRST** and **SECOND** time this 3rd day of January 2007.

By-law **READ** a **THIRD** time and **ENACTED** in Open Council this 3rd day of January, 2007

(SEAL)


Kenn R. Howling, Mayor


Keith Reibling, Clerk-Administrator

Schedule "A"

To By-Law Number 1518-2007

Project No.	Description of Eligible Capital Work	Estimated Expenditure	Grant Amount
ROADS	Resurfacing/rehabilitating Approx. 29.8 km of Township Surface treated/hot mix roads	\$948,000.00	\$948,000.00

THE CORPORATION OF THE
TOWNSHIP OF BLANDFORD-BLENHEIM

BY-LAW NUMBER 1519-2007

ROTH DRAIN # 2 2006

Being a By-law to amend the assessment schedules based on actual costs incurred for constructing the Roth Drain # 2 2006.

WHEREAS By-law Number 1507-2006 enacted the 6th day of September, 2006, provided for the construction of the Roth Drain # 2 2006, based on the estimates contained in a drainage report dated August 24, 2006, as submitted by John Kuntze, P.Eng., from the firm of K. Smart Associates Ltd.

The Drainage Works were completed as per the Engineer's Report, and the total actual costs to construct the Drainage Works were \$123,596.40. The Engineer's Estimated Costs to construct the Drainage Works was \$135,200.00 less \$3,700.00 Special assessment for Township Road 12 and \$2,800.00 for Township Road 13 Special Assessment for a Net Estimated Cost of \$128,700.00. The Actual Costs for the Special Assessments was \$4,399.90 Township Road 12, \$3,100.00 Township Road 13 and a new Special assessment of \$910.00 for Bright Cheese & Butter Company for additional cost incurred by the contractor in crossing the waste water forcemain on their property; reducing the net actual costs to \$115,186.50 for pro-rata purposes. The Actual pro-rata cost to construct the Drainage Works was under the Estimated Costs by a sum of \$13,513.50 or 89.5% of the Engineer's Estimate.

The Drainage Act, R.S.O. 1990, Section 62 and amendments thereto, empowers Council to amend assessment schedules to provide proper contributions towards the drainage works based on actual costs on a pro-rata basis according to the assessments in the original estimate.

SCHEDULE "A"

CON	PARCEL OF LAND OR PART THEREOF	TOTAL AMOUNT ASSESSED	TOTAL ACTUAL COSTS
11	S Part of Lot 1 (Heidrun & Arni Arnason)	\$ 9,100.00	\$ 8,144.50
11	S Part of Lot 2 (Ronny Magnus)	500.00	447.50
11	N Part of Lot 2 (Bright Cheese & Butter)	18,466.00	16,527.07
	Special Assessment (Bright Cheese)		910.00
11	N Part of Lot 2 (Teksah Farms Limited)	12,399.00	11,097.11
12	S Part of Lot 1 (Oliver & Norma Facey)	777.00	695.42
12	S Part of Lot 2 (756817 Ontario Ltd.)	29,185.00	26,120.58
12	S Part of Lot 3 (Johannes & Christina Vehof)	2,866.00	2,565.07
12	N Part of Lots 1 & 2 (Gary Baker)	400.00	358.00
12	NW Part of Lot 2 (Jozef & Margarete Ziebart)	30,445.00	27,248.28
12	N Part of Lot 3 (Barry & Mary Hawes)	400.00	358.00
13	S Part of Lot 2 (Edwin & Gail Woolcott)	16,432.00	14,706.64
13	S Part of Lot 3 (William & Joyce Murray)	240.00	214.80
13	NW Part of Lot 2 (Randall & Nancy Witzel)	361.00	323.10
13	N Part of Lot 3 (Steven & Jennifer Henderson)	<u>481.00</u>	<u>430.50</u>
	SUB-TOTAL	\$122,052.00	110,146.57
	Roads of Municipality – Township Road 12	3,512.00	3,143.21
	Special Assessment – Township Road 12	3,700.00	4,399.90
	Roads of Municipality – Township Road 13	3,136.00	2,806.72
	Special Assessment – Township Road 13	2,800.00	3,100.00
	TOTAL ASSESSMENT - TOWNSHIP OF		

By-law Number 1519-2007 Cont'd:
Page 2

2. The appropriate grants and allowances shall be deducted from the actual costs before sending the NET ASSESSMENT to the individual property owners.

By-law **READ** a **FIRST** and **SECOND** time this 3rd day of January, 2007.

By-law **READ** a **THIRD** time and **ENACTED** in Open Council this 3rd day of
January, 2007


Kenn R. Howling, Mayor

(SEAL)


Keith Reibling, Clerk-Administrator.

THE CORPORATION OF THE
TOWNSHIP OF BLANDFORD-BLENHEIM

BY-LAW NUMBER 1520-2007

Being a By-law to authorize an agreement with the Corporation of the Township of North Dumfries for fire protection services from the Ayr Fire Station.

WHEREAS, Section 20 of the Municipal Act, S.O. 2001, Chapter 25, and amendments thereto, provides that a municipality may enter into an agreement with one or more municipalities to jointly provide, for their joint benefit, any matter which all of them have the power to provide within their own boundaries.

AND WHEREAS, Section 2.(5)(b) of the Fire Protection and Prevention Act, 1997, and amendments thereto, provides that a municipality may receive fire protection services as specified in an agreement from a fire department situated outside the municipality.

AND WHEREAS Council deems it advisable for the Ayr Fire Station to provide fire protection services to a portion of the Township of Blandford-Blenheim.

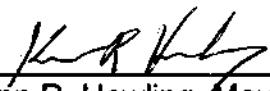
NOW THEREFORE the Council of the Corporation of the Township of Blandford-Blenheim enacts as follows:

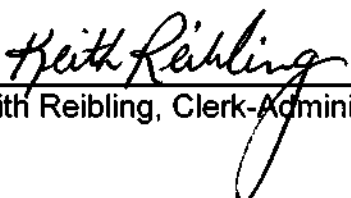
1. That the Mayor and Clerk-Administrator be authorized and they are hereby instructed to execute on behalf of The Corporation of the Township of Blandford-Blenheim an Agreement dated January 1st, 2007, complete with Schedules "A" to "F" between the Corporation of the Township of North Dumfries and the Corporation of the Township of Blandford-Blenheim for fire protection services being provided by the Ayr Fire Station.
2. This By-law shall come into force and effect on the 1st day of January, 2007.
3. By-law Number 799-89 enacted the 3rd day of May, 1989, is hereby repealed.

By-law **READ** a **FIRST** and **SECOND** time this 3rd day of January, 2007.

By-law **READ** a **THIRD** time and **ENACTED** in Open Council this 3rd day of January, 2007.

(SEAL)


Kenn R. Howling, Mayor


Keith Reibling, Clerk-Administrator

CORPORATION OF THE TOWNSHIP OF NORTH DUMFRIES

BY-LAW NO.: 2207-07

Being a By-law to authorize a Fire Protection Agreement with the
Corporation of the Township of Blandford-Blenheim

WHEREAS Section 8 of the Municipal Act, S.O. 2001, C.25, provides that municipalities have the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under the Act;

AND WHEREAS Section 9 of the Municipal Act, 2001, provides that Section 8 and 11 shall be interpreted broadly so that to confer broad authority on municipalities to (a) enable municipalities to govern their affairs as they consider appropriate and (b) enhance their ability to respond to municipal issues;

AND WHEREAS Section 2.5(a) of the Fire Protection and Prevention Act, C. 4, R.S.O. 1977, provides such fire protection services as may be specified in the agreement to lands or premises that are situated outside the territorial limits of the municipality;

AND THEREFORE the Council of the Corporation of the Township of North Dumfries enacts as follows:

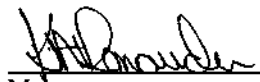
THAT a Fire Protection agreement be entered into between the Corporation of the Township of North Dumfries and the Corporation of the Township of Blandford/Blenheim with respect to fire protection services in accordance with the provisions of the agreement attached hereto.

THAT this By-law comes into force on the day of passing.

THAT By-law Number 680-83 of the Corporation of the Township of North Dumfries is hereby repealed.

READ A FIRST AND SECOND TIME THIS 15th DAY OF JANUARY, 2006.

READ A THIRD TIME AND FINALLY PASSED THIS 15th DAY OF JANUARY, 2007.



Mayor



Clerk

THE CORPORATION OF THE TOWNSHIP OF NORTH DUMFRIES

Hereinafter called the "Corporation" of the first part;

AND

THE CORPORATION OF THE TOWNSHIP OF BLANDFORD BLENHEIM

Hereinafter called the "Township" of the second part;

WHEREAS By-laws have been duly enacted by the corporate parties pursuant to the provisions of the Fire Protection and Prevention Act, as amended, to authorize an agreement between the parties; and

AND WHEREAS the Corporation operates fire protection services and assets suitable to meet Municipal responsibilities required by the Fire Protection and Prevention Act, through a fire department situated within the Corporation;

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, it is mutually agreed between the parties hereto, as follows:

1. In this agreement,

"Designate" means a person who in the absence of the fire chief has the same powers and authority as the fire chief.

"Fire area" means the fire area(s) of the township as described in Schedule "A" attached to and forming part of this agreement,

"Fire chief" means the chief of the fire department,

"Fire department" means the "North Dumfries Fire Department",

“Fire protection services” means and includes activities defined in the Fire Protection and Prevention Act, more particularly described as: “includes fire suppression, fire prevention, fire safety education, communications, training of persons involved in the provision of fire protection services, rescue and emergency services and delivery of all those services”.

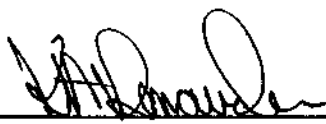
2. The Corporation will supply, except as hereafter limited or excluded, fire protection services to the Township in the fire area as described in Schedule “A” attached to and forming part of this agreement.
3. Fire apparatus and personnel that will respond to occurrences in the fire area of the Township will constitute sufficient apparatus and firefighters to accomplish the specific services identified in the agreement.
4. Should the fire chief, or designate, require assistance, or believe assistance may be required, by way of additional apparatus, or equipment, in addition to that provided by Section 3 above at an occurrence in the fire area, such assistance shall be summoned under provisions of the fire protection agreement between the Corporation and the Township. Should the fire chief, or designate, require assistance, or believe assistance may be required, by way of personnel, apparatus, or equipment, in addition to that provided by the Township of North Dumfries the fire Department the chief may invoke the applicable provisions of the (County, District or Regional) Mutual Aid Plan.
5. Notwithstanding Section 3 above, the fire chief, or designate, may refuse to supply the described response to occurrences if such response personnel, apparatus, or equipment are required in the Township of North Dumfries or elsewhere, under the provisions of the (County, District or Regional) Mutual Aid Plan.
Similarly, the fire chief, or designate, may order the return of such apparatus, equipment, or Personnel that is responding to or is at the scene of an incident in the fire area. In such cases the fire chief, or designate, may summon assistance in accordance with the provisions of the fire protection or mutual aid agreements referred to in Section (4) above, and attached hereto and forming part of this agreement, as described in Schedules “F”.
6. The fire chief, or designate, shall have full authority and control over any and all activities in which the fire department may be engaged in the fire area of the Township.
7. The fire chief, or designate, shall report to the Township by the tenth (10th) day of each month, all occurrences in the fire area to which the fire department has responded in the prior month.
8. The fire dispatch centre in Woodstock is to be notified on all responses into Blandford-Blenheim if the service from North Dumfries Fire Department is required for more than one hour at the scene of an alarm.
9. The Township agrees to provide a map of the fire area clearly indicating all readily accessible static sources of water available for fire fighting operations. See Schedule “B” attached to and forming part of this agreement.
10. The Township agrees to identify all streets and roads in the fire area by having them clearly marked at all intersections.
11. The Township agrees to identify all bridges under township or other jurisdiction (s) in the fire area as to weight limits and advice of alternate routes for fire apparatus. Bridges identified, as being unable to carry the weight of the fire apparatus, shall be set out in Schedule “C” attached to and forming part of this agreement. Any such bridges, so identified, will either limit or exclude fire protection services where the use of any of these bridges is required by fire apparatus.

12. The Township shall be responsible for establishing and notifying in the manner and to the extent deemed necessary, residents, and occupants of the fire area, of the procedures for reporting an emergency and of the services provided by the fire department.
13. The Township warrants by-law(s) have been enacted authorizing the activities and responsibilities of the chief fire official under "D" attached to and forming part of this agreement.
14. The Township shall take whatever action is appropriate and necessary to have the fire chief appointed as "Chief Fire Official" for this fire area.
15. In consideration of the fire protection services undertaken by the Corporation to be provided in the fire area of the Township, the Township shall pay fees to the Corporation as set out in Schedule "E" attached hereto and forming part of this agreement.
16. Notwithstanding anything herein contained, no liability shall attach or accrue to the Corporation for failing to supply to the said Township on any occasion, or occasions, any of the fire protection services provided for in this agreement.
17. No liability shall attach or accrue to the Corporation by reason of any injury or damage sustained by personnel, apparatus, or equipment of the fire department while engaged in the provision of the fire protection services in the fire area.
18. The parties agree that this agreement may be amended at any time by the mutual consent of the parties, after the party desiring the amendment(s) gives the other party a minimum of sixty (60) days written notice of the proposed amendment(s).
19. So often as there may be any dispute between the parties to this agreement, including, but not limited to the interpretation of this agreement, the same shall be submitted to arbitration under the provisions of the Mutual Arbitrations Act, and the decision rendered in respect of such proceedings shall be final and binding upon the parties to this agreement. If for any reason the said arbitration cannot be conducted pursuant of the Municipal Arbitrations Act, the parties hereto shall agree to the selection of a single arbitrator, and in the absence of agreement, such arbitrator shall be appointed by the judge of the Supreme Court of Ontario pursuant to the provisions of the Arbitrations Act or successor legislation.
20. In the event that any covenant, provision or term of this agreement should at any time be held by any competent tribunal to be void or unenforceable, then the agreement shall not fail but the covenant, provision or term shall be deemed to be severable from the remainder of this agreement which shall remain in full force and effect mutatis mutandis?
21. This agreement shall be in force for a period of five (5) years and thereafter it shall be automatically renewed from year to year unless in any year either party gives notice to the other party, as set out in Section (18) hereof.
22. Notwithstanding Section (20), either party giving written notice to the other party not less than twelve (12) months prior to the desired termination date may terminate this agreement. In any case of termination prior to the twelve (12) month date, the fees specified in Section (15) will be applied on a pro rata basis using the same formula as applied previous to the termination date.

IN WITNESS WHEREOF the parties hereto have affixed their Corporate Seals attested by the hands of their proper officers.

Signed Sealed and Delivered
In the presence of

Corporation of the Township
North Dumfries

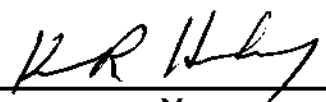


Mayor
Kim Denouden



Administrator Clerk Treasurer
Marvin Bosetti

Corporation of the Township of
Blandford-Blenheim



Mayor
~~Donald S. Woolcott~~
Kenn R. Howling

(SEAL)



Administrator - Clerk
Keith Reibling

SCHEDULE "A"

FIRE AREA

Attached to and forming part of
The Corporation of the Township of North Dumfries and the Corporation of the Township of
Blandford-Blenheim fire protection agreement

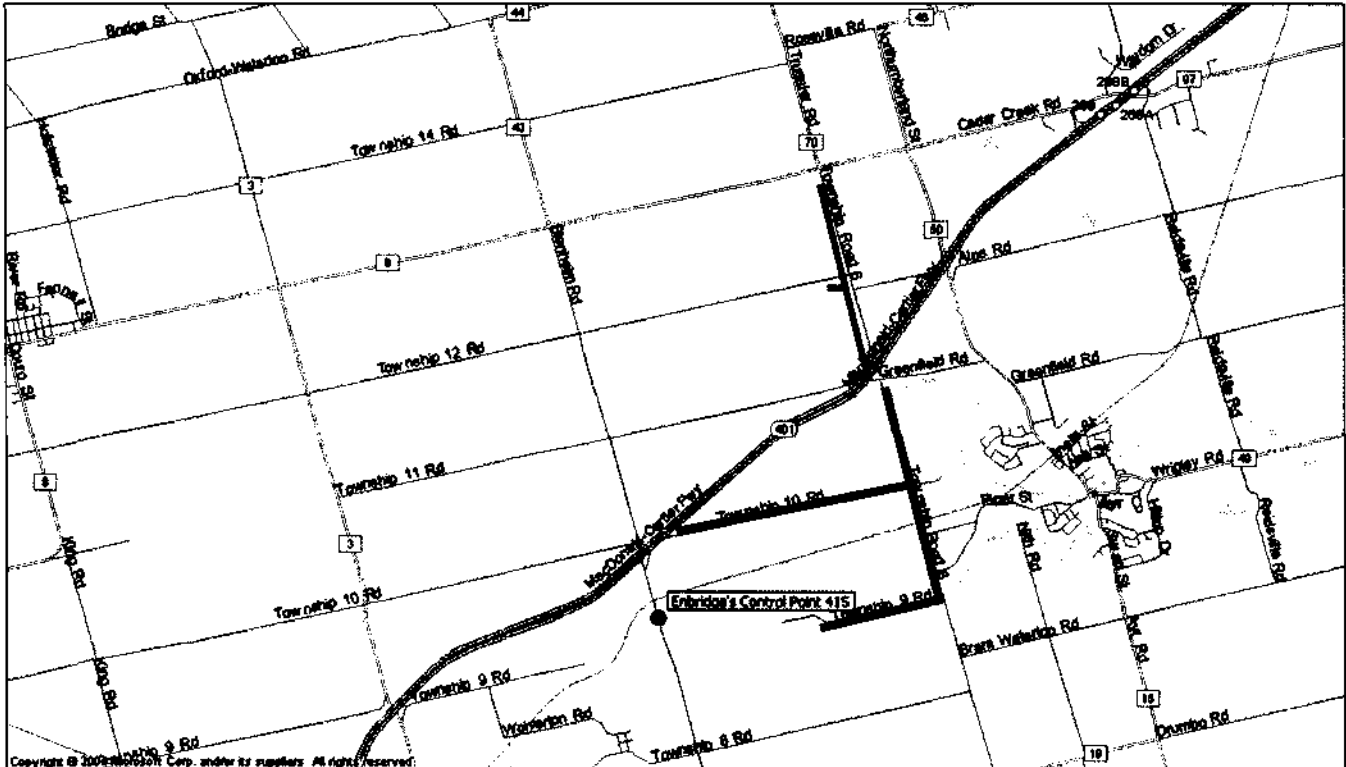
Dated: -----

The following describes the fire area of the Township for the purposes of the fire protection
services agreement between the Township and the Corporation.

All properties noted below

Road Name	Starting	Ending
Blandford-Blenheim Township Road 9	847793	847 598
Blandford-Blenheim Township Road 10	867810	Blenheim Road
Blandford-Blenheim Township Road 11	887744	Nith River
Blandford-Blenheim Township Road 12	907785	Nith River
Trussler Road (North Dumfries Road 6)	3571	Oxford Road 8 / Cedar Creek Road

FIRE AGREEMENT AREA



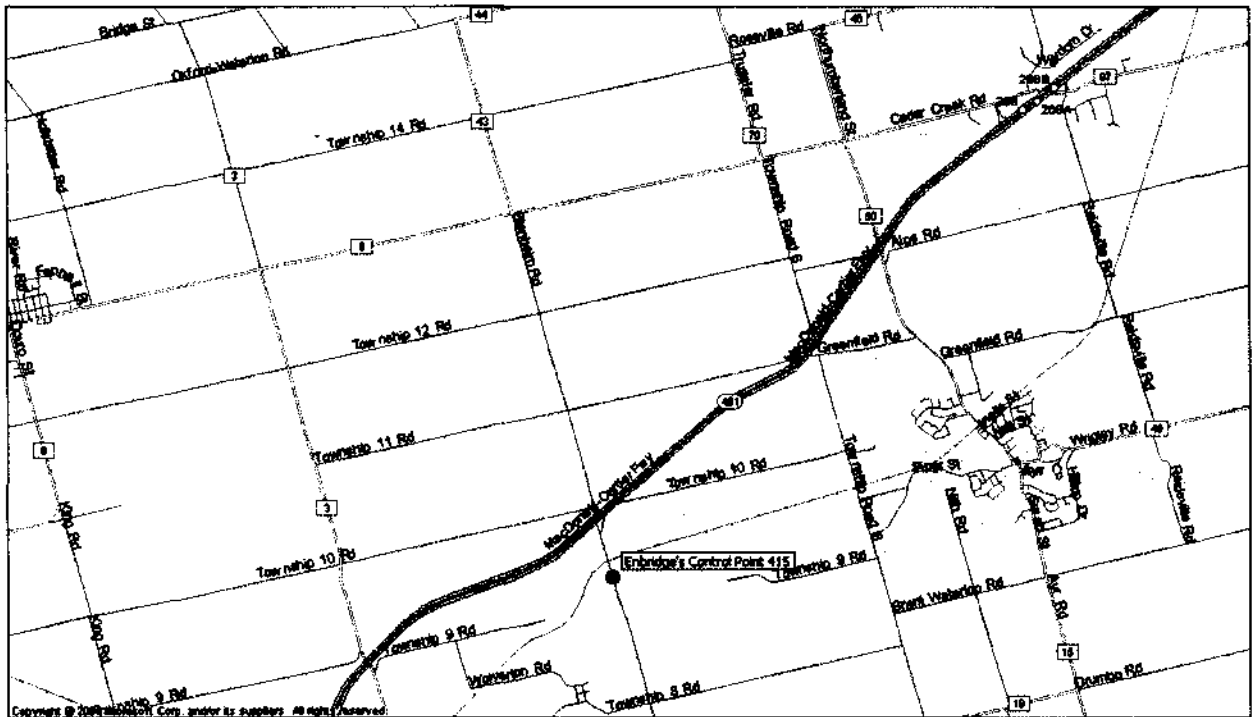
SCHEDULE "B"

AVAILABLE WATER

Attached to and forming part of
The Corporation of the Township of North Dumfries and the Corporation of the Township of
Blandford-Blenheim fire protection agreement.

Dated: _____

The following map indicates the readily accessible static sources of water for fire fighting purposes in the area of the Township.



SCHEDULE "C"

BRIDGES

Attached to and forming part of
The Corporation of the Township of North Dumfries and the Corporation of the Township of
Blandford-Blenheim protection agreement

Dated: _____

The following bridges have weight restrictions and may not support the weight of fire apparatus or have not provided an engineering report or similar acceptable document to indicate they will support the weight.

As of Friday, December 15, 2006 no bridges in the fire service agreement area have a weight restriction.

SCHEDULE "D"

APPOINTMENT OF FIRE CHIEF

Attached to and forming part of
The Corporation of the Township of North Dumfries and The Corporation of the Township of
Blandford-Blenheim fire protection agreement

Dated:

The following is a by-law for the Corporation of Township of Blandford-Blenheim appointing the
North Dumfries Fire Chief as a Chief Fire Official in the fire service area.

SCHEDULE "E"

SERVICE FEES

Attached to and forming part of
The Corporation of the Township of North Dumfries and The Corporation of the Township of
Blandford-Blenheim fire protection agreement

Dated: -----

Fire protection services fees payable by the Township to the Corporation shall be calculated as follows:

- (1) To pay the Corporation the sum of Three Hundred Fifty Dollars (\$350.00) per fire apparatus, for the first hour or part thereof, (The hourly rate to be calculated on the basis of elapsed time from when the fire apparatus or personnel are dispatched to the fire or emergency scene to when such apparatus and personnel have returned to their station). Response to emergencies in excess of an hour shall be charged at the rate of One Hundred Seventy Five Dollars (\$175.00) for each additional (1/2) half hour (30 minutes) the fire apparatus remains at the scene.
- (2) To pay the Corporation an administration fee of 15% above the rate of the charges noted in (1). The charge is to cover the cost of administration, dispatching fees and record retention.
- (3) To pay the Corporation in addition to the retainer fee referred to above, the invoiced costs of fire fighting chemical agents supplied by the North Dumfries Township Fire Department under the provisions of this agreement, provided that the said costs are not recoverable by the Corporation of the Township of North Dumfries and provided that no charges shall be levied by the Corporation to the Township for chemical agents used in hand-held first aid fire extinguishers.
- (4) The Township shall be responsible for any damage to equipment owned by Corporation when the Township Fire Department uses such equipment.
- (5) The Township agrees that any emergency response by North Dumfries Fire Department to King's Highways or right-of- ways within the Township shall be classed as an emergency call under this agreement with the Township and it is the responsibility of the Corporation of the Township of North Dumfries to claim cost from the Ministry of Transportation or any other applicable source.
- (6) It shall be the responsibility of the Township to provide for non-emergency calls in the service area. This to include Public fire safety education, Fire prevention inspections, Fire investigation, Fire cause determination services and training thereof.

SCHEDULE "F"

ASSOCIATED AGREEMENTS

Attached and forming part of the
The Corporation of the Township of North Dumfries and The Corporation of the Township of
Blandford-Blenheim fire protection agreement

Dated:

Agreements with;

1st call - the Corporation of the Township of North Dumfries - "North Dumfries Fire Department",

2nd call- the Corporation of the Township of Blandford-Blenheim – "Township Fire Department".

THE CORPORATION OF THE
TOWNSHIP OF BLANDFORD-BLENHEIM

BY-LAW NUMBER 1521-2007

Being a by-law to establish an Interim Tax Levy for the year 2007.

WHEREAS, Section 317 (1) of the Municipal Act S.O. 2001, provides that the council of a local municipality, before the adoption of the estimates for the year under Section 290, may pass a by-law levying amounts on the assessment of property in the local municipality rateable for local municipality purposes.

AND WHEREAS, Section 317 (3) of the Municipal Act S.O. 2001 states that the amount levied on a property shall not exceed 50% of the total amount of taxes for municipal and school purposes levied on the property for the previous year.

NOW THEREFORE, the Council of the Corporation of the Township of Blandford-Blenheim enacts as follows:

1. That for the year 2007 the interim levy shall be levied raised and calculated on all real property taxable and liable to pay the same according the last revised assessment roll in an amount not to exceed **50%** of the total amount of the taxes for municipal and school purposes on the property for the previous year.
2. Local improvement charges for municipal drainage debenture loans, tile drainage debenture loans, the Bright Water System, and the Drumbo Water and Sewage System and the Plattsville Water and Sewage System, shall have $\frac{1}{2}$ of the total due for the year placed on the interim bill.
4. The said interim tax levy shall be due and payable in two installments to the Township office 47 Wilmot Street S. Drumbo On N0J 1G0 on or before the following dates:

First Installment
Second Installment

February 23, 2007
May 25, 2007

By-law **READ** a **FIRST** and **SECOND** time this 17th day of January 2007.

By-Law **READ** a **THIRD** time and **ENACTED** in Open Council this 17th day of January, 2007.

(SEAL)


Kenn R Howling, Mayor


Keith Reibling, Clerk-Administrator

THE CORPORATION OF THE
TOWNSHIP OF BLANDFORD-BLENHEIM
BY-LAW NUMBER 1522-2007

Being a By-law to provide for the appointment of persons to serve as Fence-Viewers, Livestock Valuers and Poundkeeper in the Township of Blandford-Blenheim.

WHEREAS the Line Fences Act, R.S.O. 1990, Chapter L.17, Section 2, and amendments thereto, provides that the Council of every local municipality shall by by-law appoint such numbers of fence-viewers as are required to carry out the provisions of the Act.

AND WHEREAS the Livestock, Poultry and Honey Bee Protection Act, R.S.O. 1990, Chapter L.24, Part 1, Section 4, and amendments thereto, provides that the Council of every local municipality shall appoint one or more persons as valuers of live stock and poultry for the purposes of the Act.

WHEREAS Section 8 of the Municipal Act, S.O. 2001, Chapter 25, and amendments thereto, provides that Councils of all municipalities have the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under the Act.

AND WHEREAS Council deems it necessary to appoint a person under the authority of the Municipal Act to serve as Poundkeeper to carry out the provisions of the Pounds Act, R.S.O. 1990, Chapter P.17, and amendments thereto.

AND WHEREAS Council deems it advisable to update the current list of appointments contained in By-law Number 1429-2004.

NOW THEREFORE the Council of the Corporation of the Township of Blandford-Blenheim enacts as follows:

1. The following persons are appointed as **"Fence-Viewers"**:
 - 1.1 Mr. Elmer Bretz, R.R.#1, Plattsville, Ontario. N0J 1S0
 - 1.2 Mr. Keith Elmes, R.R.#1, Drumbo, Ontario. N0J 1G0
 - 1.3 Mr. Arnold Haskett, R.R.#2, Innerkip, Ontario. N0J 1M0
 - 1.4 Mr. Gary Hofstetter, R.R.#1, Bright, Ontario. N0J 1B0
 - 1.5 Mr. Keith Hubbard, R.R.#3, Bright, Ontario. N0J 1B0

By-law Number **1522-2007** Cont'd.:

2. The following persons are appointed as **“Livestock Valuers”**:
 - 1.1 Mr. Arnold Haskett, R.R.#2, Innerkip, Ontario. N0J 1M0
 - 1.2 Mr. James Magee, R.R.#2, Drumbo, Ontario. N0J 1G0
3. The following person is appointed as **“Poundkeeper”**:
 - 1.1 Mr. Arnold Haskett, R.R.#2, Innerkip, Ontario. N0J 1M0
4. The remuneration for the positions outlined in Sections 1, and 2 described herein shall be in accordance with the following procedure:
 - 4.1 Fence-Viewers and Livestock Valuers shall be paid in accordance with Schedule “D” of the current Salary and Wage By-law of the Township.
 - 4.2 Poundkeepers shall receive remuneration in accordance with the Pounds Act, R.S.O. 1990, and amendments thereto.
4. By-law Number 1429-2004 enacted the 21st day of January, 2004, is hereby repealed.

By-law **READ** a **FIRST** and **SECOND** time this 17th day of January, 2007.

By-law **READ** a **THIRD** time and **ENACTED** in Open Council this 17th day of January, 2007.

(SEAL)



Kenn R. Howling, Mayor



Keith Reibling, Clerk-Administrator

THE CORPORATION OF THE
TOWNSHIP OF BLANDFORD-BLENHEIM

BY-LAW NUMBER 1523-2007

A By-Law to amend Zoning By-Law Number 1360-2002, as amended.

WHEREAS the Municipal Council of the Corporation of the Township of Blandford-Blenheim deems it advisable to amend By-Law Number 1360-2002, as amended.

THEREFORE, the Municipal Council of the Corporation of the Township of Blandford-Blenheim, enacts as follows:

1. That Schedule "A" to By-Law Number 1360-2002 as amended, is hereby amended by changing to 'REC' the zone symbol of the lands so designated 'REC' on Schedule "A" attached hereto.
2. This By-Law comes into force in accordance with Sections 34(21) and (30) of the Planning Act, R.S.O. 1990, as amended.

READ a first and second time this 17th day of January, 2007.

READ a third time and finally passed this 17th day of January, 2007.



Kenn R. Howling, Mayor

(SEAL)



Keith Reibling, Clerk/Administrator

SCHEDULE "A"

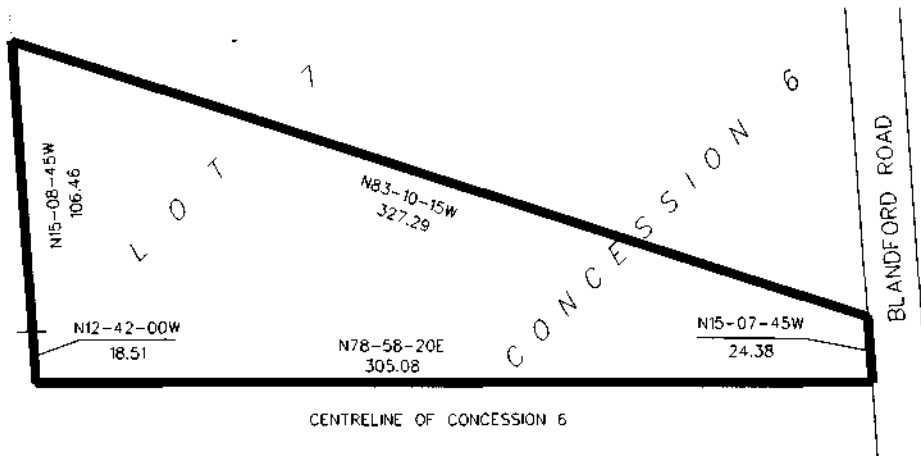
TO BY-LAW No. 1523-2007

PART OF LOT 7, CONCESSION 6 (BLANDFORD)

TOWNSHIP OF BLANDFORD-BLENHEIM



METRES
40 0 40 80



THIS IS SCHEDULE "A"

TO BY-LAW No. 1523-2007, PASSED

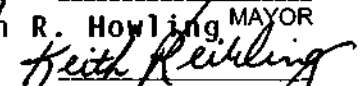
THE 17H DAY OF JANUARY, 2007

 AREA OF ZONE CHANGE TO REC

NOTE: ALL DIMENSIONS IN METRES

 **Oxford County**
growing stronger...

Information Systems 7, 2007


Kenn R. Howling MAYOR

CLERK-ADMINISTRATOR
Keith Reibling

TOWNSHIP OF BLANDFORD-BLENHEIM

BY-LAW NUMBER 1523-2007

EXPLANATORY NOTE

The purpose of By-Law Number 1523-2007 is to rezone a 2.31 hectare (5.72 acre) land parcel located on the west side of Blandford Road, south of Oxford Road 29, comprising Part Lot 7, Concession 6 (Blandford), in the Township of Blandford-Blenheim, from the 'General Agricultural Zone (A2)' to the 'Recreational Zone (REC)' to allow a minor expansion of the Innerkip Highlands Golf Course. The re-zoning of the subject land parcel will implement a condition of the Oxford Land Division Committee in respect to the related application for consent to sever #B-79/06.

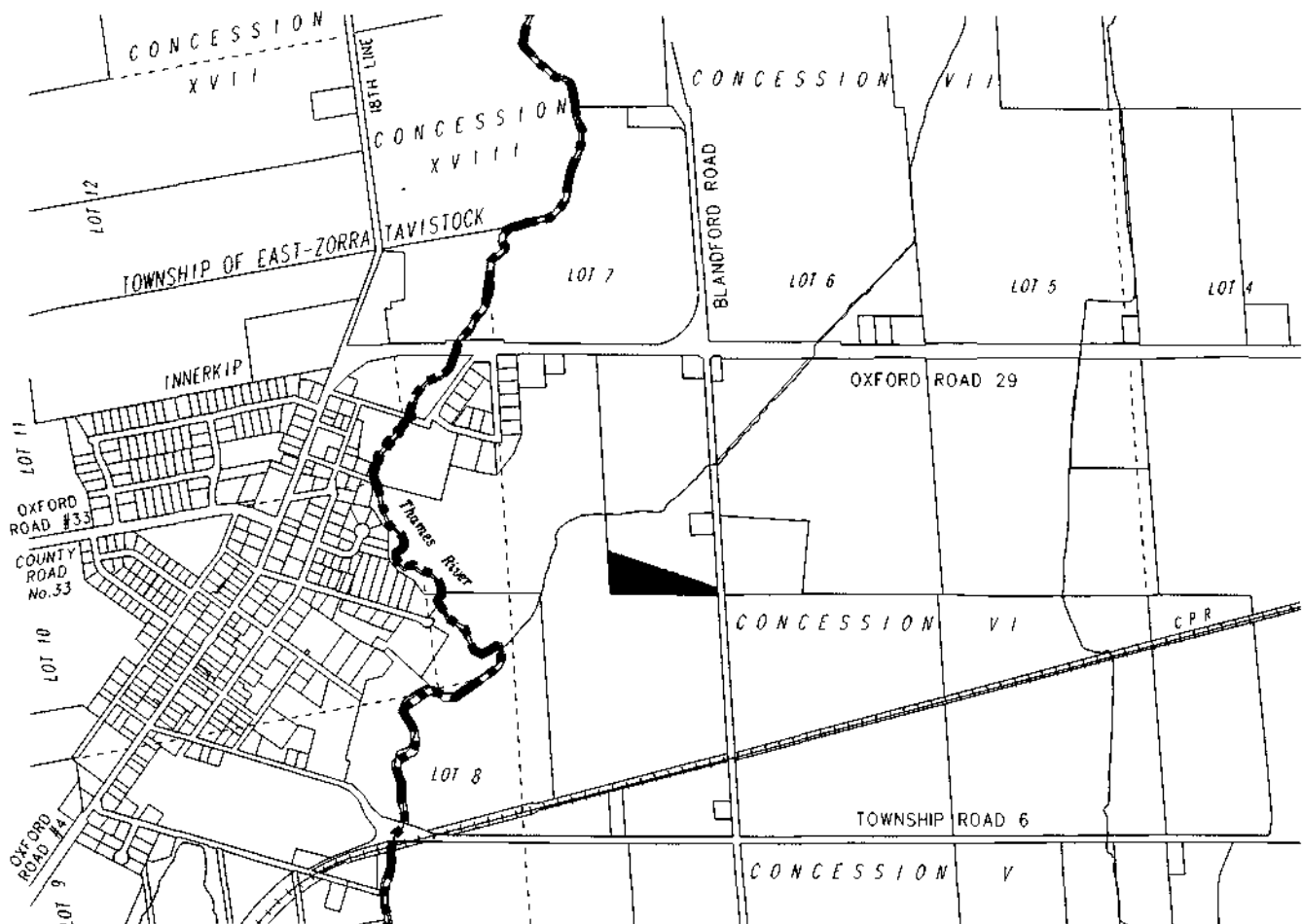
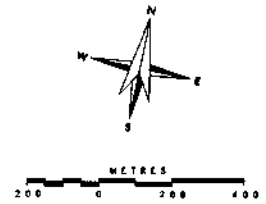
Municipal Council, after conducting the public hearing necessary to consider any comments to the proposed change in zone designation, approved By-Law Number 1523-2007. The public hearing was held on January 17, 2007.

Any person wishing further information relative to Zoning By-Law Number 1523-2007 may contact the undersigned.

Mr. Keith Reibling
Clerk-Administrator
Township of Blandford-Blenheim
P.O. Box 100
DRUMBO, Ontario
N0J 1G0

Telephone: 463-5347

KEY MAP



LANDS TO WHICH BY-LAW No. 1523-2007 APPLIES

THE CORPORATION OF THE
TOWNSHIP OF BLANDFORD-BLENHEIM

BY-LAW NUMBER 1524-2007

A By-Law to amend Zoning By-Law Number 1360-2002, as amended.

WHEREAS the Municipal Council of the Corporation of the Township of Blandford-Blenheim deems it advisable to amend By-Law Number 1360-2002, as amended.

THEREFORE, the Municipal Council of the Corporation of the Township of Blandford-Blenheim, enacts as follows:

1. That Schedule "A" to By-Law Number 1360-2002 as amended, is hereby amended by changing to "R1-6", "D-4" and "A2-17" the zone symbol of the lands so designated "R1-6", "D-4" and "A2-17" on Schedule "A" attached hereto.
2. That Section 7.6 to By-Law Number 1360-2002, as amended is hereby amended by adding the following subsection at the end thereof.

"7.6.17 LOCATION: PART LOT 12, CONCESSION 1 (BLENHEIM),
RAILWAY STREET EAST, PRINCETON, A2-17

7.6.17.1 Notwithstanding any provision of this By-Law to the contrary, no person shall within any A2-17 Zone use any lot, or erect, alter or use any building or structure for any purpose except the following:

- all uses permitted in Section 7.1 of this By-Law.

7.6.17.2 Notwithstanding any provision of this By-Law to the contrary, no person shall within any A2-17 Zone use any lot, or erect, alter or use any building or structure for any purpose except in accordance with the following provisions:

7.6.17.2.1 LOT FRONTAGE

The minimum lot frontage shall be the lot frontage existing at the time of passing of the By-law or created by a severance granted by the Oxford County Land Division Committee.

7.6.17.2.2 LOT AREA

The minimum lot area shall be the lot area existing at the time of passing of the By-law or created by a severance granted by the Oxford County Land Division Committee.

7.6.17.2.3 All the other provisions of the A2 Zone in Section 7.2 and all other relevant provisions contained in this By-law shall continue to apply mutatis mutandis."

3. That Section 11.5 to By-Law Number 1360-2002, as amended is hereby amended by adding the following subsection at the end thereof.

"11.5.6 LOCATION: PART LOT 12, CONCESSION 1 (BLENHEIM),
40 RAILWAY STREET EAST, PRINCETON, R1-6

11.5.6.1 Notwithstanding any provision of this By-Law to the contrary, no person shall within any R1-6 Zone use any lot, or erect, alter or use any building or structure for any purpose except the following:

- all uses permitted in Section 11.1 of this By-Law.

11.5.6.2 Notwithstanding any provision of this By-Law to the contrary, no person shall within any R1-6 Zone use any lot, or erect, alter or use any building or structure for any purpose except in accordance with the following provisions:

11.5.6.2.1 FRONT YARD SETBACK

The minimum front yard setback shall be the front yard setback existing at the time of passing of the By-law or created by a severance granted by the Oxford County Land Division Committee.

11.5.6.2.2 All the other provisions of the R1 Zone in Section 11.2 and all other relevant provisions contained in this By-law shall continue to apply mutatis mutandis."

4. That Section 21.4 to By-Law Number 1360-2002, as amended is hereby amended by adding the following subsection at the end thereof.

"21.4.4 LOCATION: PART LOT 12, CONCESSION 1 (BLENHEIM),
RAILWAY STREET EAST, PRINCETON, D-4

21.4.4.1 Notwithstanding any provision of this By-Law to the contrary, no person shall within any D-4 Zone use any lot, or erect, alter or use any building or structure for any purpose except the following:

- all uses permitted in Section 21.1 of this By-Law.

21.4.4.2 Notwithstanding any provision of this By-Law to the contrary, no person shall within any D-4 Zone use any lot, or erect, alter or use any building or structure for any purpose except in accordance with the following provisions:

21.4.4.2.1 LOT FRONTAGE

The minimum lot frontage shall be the lot frontage existing at the time of passing of the By-law or created by a severance granted by the Oxford County Land Division Committee.

21.4.4.2.2 LOT AREA

The minimum lot area shall be the lot area existing at the time of passing of the By-law or created by a severance granted by the Oxford County Land Division Committee.

21.4.4.3 All the other provisions of the D-4 Zone in Section 21.2 and all other relevant provisions contained in this By-law shall continue to apply mutatis mutandis."

5. This By-Law comes into force in accordance with Sections 34(21) and (30) of the Planning Act, R.S.O. 1990, as amended.

READ a first and second time this 21st day of March, 2007.

READ a third time and finally passed this 21st day of March, 2007.



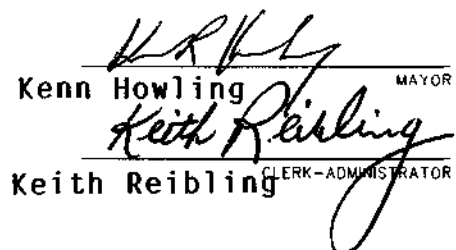
Kenn R. Howling, Mayor

(SEAL)



Keith Reibling, Clerk/Administrator

TOWNSHIP OF BLANDFORD-BLENHEIM



ZON 1-07-2

TOWNSHIP OF BLANDFORD-BLENHEIM

BY-LAW NUMBER 1524-2007

EXPLANATORY NOTE

The purpose of By-Law Number 1524-2007 is to rezone lands municipally known as 40 Railway Street East, in the Village of Princeton, and comprising Part Lot 12, Concession 1 (Blenheim), in the Township of Blandford-Blenheim, from 'Development Zone (D)' and 'General Agricultural Zone (A2)' to 'Special Residential Type 1 Zone (R1-6)', 'Special Development Zone (D-4)' and 'Special General Agricultural Zone (A2-17)' to reflect the residential use of the severed lot and future development use on the western portion of the retained lot and implement a condition of the Land Division Committee relating to application for consent #B-63/06. Special provisions were included to recognize the existing front yard setback on the severed lot and the reduced lot area and reduced lot frontage of the retained lot.

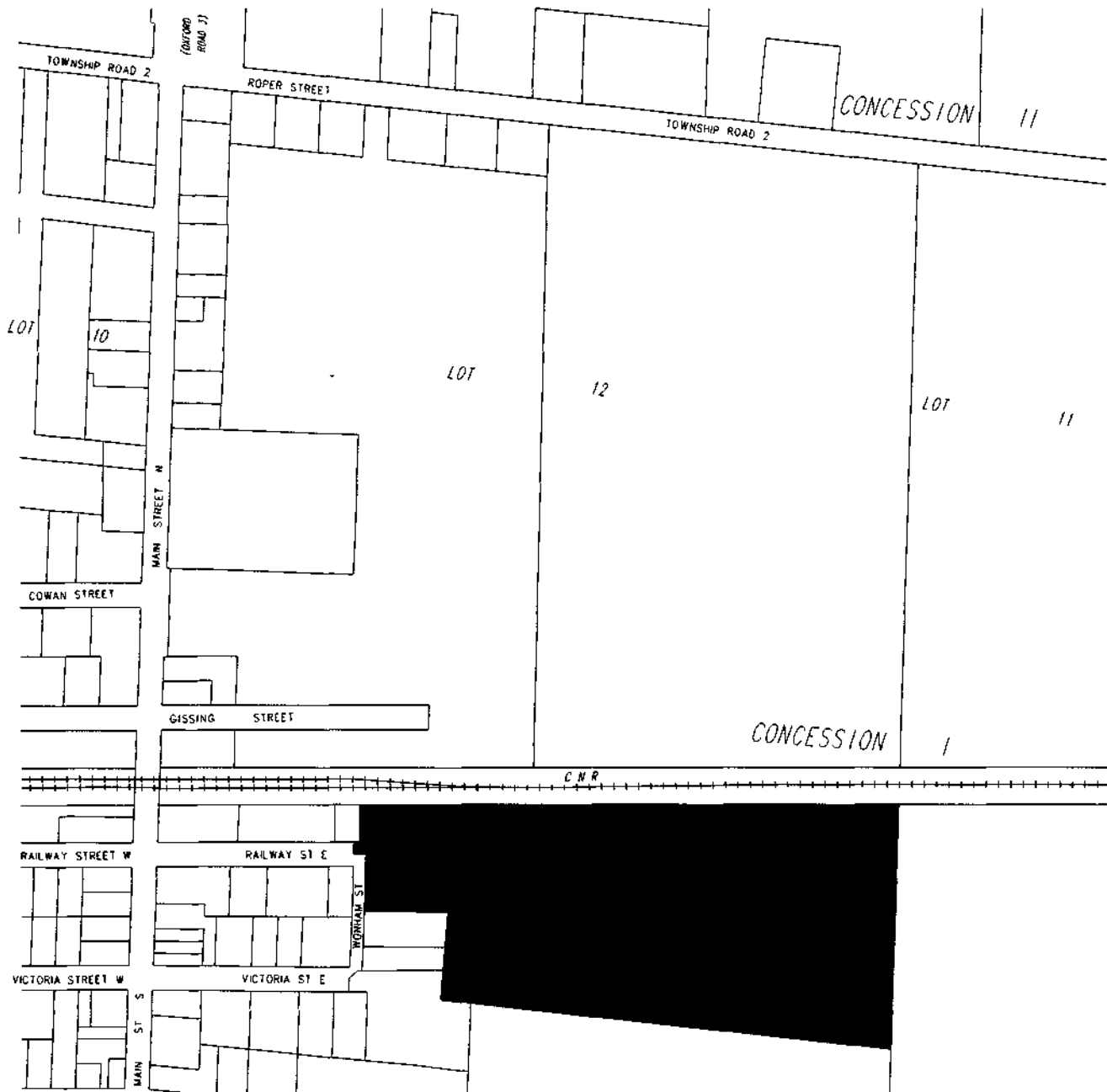
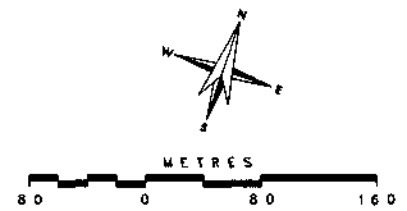
Municipal Council, after conducting the public hearing necessary to consider any comments to the proposed change in zone designation, approved By-Law Number 1524-2007. The public hearing was held on March 21, 2007.

Any person wishing further information relative to Zoning By-Law Number 1524-2007 may contact the undersigned.

Mr. Keith Reibling
Clerk-Administrator
Township of Blandford-Blenheim
P.O. Box 100
DRUMBO, Ontario
N0J 1G0

Telephone: 463-5347

KEY MAP




1524-
 LANDS TO WHICH BYLAW **2007** APPLIES

Document General

Form 4 — Land Registration Reform Act

D

498334 Number..... CERTIFICATE OF REGISTRATION REGISTERED 2007 -05- 08 at 9:50 Land Registry Office No. 41 <i>Keith Reibling</i> Land Registrar New Property Identifiers Additional: See Schedule ☐ Executions Additional: See Schedule ☐	(1) Registry ☒ Land Titles ☐ (2) Page 1 of 2 pages	
	(3) Property Identifier(s) Block Property Additional: See Schedule ☐	
	(4) Nature of Document By-law	
	(5) Consideration Dollars \$	
	(6) Description	
	(7) This Document Contains: (a) Redescription New Easement Plan/Sketch ☐ (b) Schedule for: Description ☐ Additional Parties ☐ Other ☐	

(8) This Document provides as follows:

By-law Number 1525-2007 to aid in the Construction of Drainage Works
under the Tile Drainage Act.

Continued on Schedule ☐

(9) This Document relates to instrument number(s)

(10) Party(ies) (Set out Status or Interest)		Date of Signature		
Name(s)	Signature(s)	Y	M	D
THE CORPORATION OF THE TOWNSHIP				
OF BLANDFORD-BLENHEIM (the "Township")				
by its Clerk-Administrator Keith Reibling		2007	05	04

(11) Address for Service 47 Wilmot Street South, Drumbo, Ontario. N0J 1G0

(12) Party(ies) (Set out Status or Interest)		Date of Signature		
Name(s)	Signature(s)	Y	M	D

(13) Address for Service

(14) Municipal Address of Property	(15) Document Prepared by:	Fees and Tax	
n/a	Keith Reibling, Clerk-Administrator, Township of Blandford- Blenheim, 47 Wilmot Street South, Drumbo, Ontario. N0J 1G0	Registration Fee	600
		Total	600

THE CORPORATION OF THE
TOWNSHIP OF BLANDFORD-BLENHEIM

BY-LAW NUMBER **1525-2007**

Being a By-law to raise money to aid in the construction of drainage works under the *Tile Drainage Act*.

The council, pursuant to the *Tile Drainage Act*, RSO 1990, Chapter T.8, Sect. 2, enacts as follows:

1. The Corporation may from time to time, subject to the provisions of this by-law, borrow on the credit of the Corporation such sums not exceeding in the whole \$400,000.00, as may be determined by the council, and may in the manner hereinafter provided, arrange for the issue of debentures on behalf of the Corporation for the amount so borrowed as provide in the Act payable to the Minister of Finance at the Ministry of Treasury and Economics at Toronto, which debentures shall reserve the right to prepay the whole or any part of principal and interest owing at the time of such prepayment.

2. Where an application for a loan under the Act is approved by the council and the inspector of drainage has filed with the clerk an inspection and completion certificate, the council may apply to the County of Oxford to include a sum, not exceeding the amount applied for or 75 per cent of the total cost of the drainage work with respect to which the loan is made, in a debenture payable to the Minister of Finance in accordance with the Act, and may approve of the Corporation lending the said sum to the applicant.

3. A special annual rate shall be imposed, levied and collected over and above all other rates upon the land in respect of which the money is borrowed, sufficient for the payment of the principal and interest as provide by the Act.

4. By-law Number 774-88 enacted the 2nd day of November, 1988, is hereby repealed.

By-law **READ** a **FIRST** and **SECOND** time this 4th day of April, 2007.

By-law **READ** a **THIRD** time and **ENACTED** in Open Council this 4th day of April, 2007.


Kenn R. Howling, Mayor

(SEAL)


Keith Reibling, Clerk/Administrator

I, Keith Reibling, Clerk of the municipality of the Township of Blandford-Blenheim in the County of Oxford certify that the above by-law was duly passed by the Council of the Corporation of the Township of Blandford-Blenheim and is a true copy thereof.

Clerk's Signature

THE CORPORATION OF THE
TOWNSHIP OF BLANDFORD-BLENHEIM
BY-LAW NUMBER 1526-2007

PLATTSVILLE DRAINAGE WORKS 2007

A by-law to provide for a drainage works in the Township of Blandford-Blenheim in the County of Oxford.

WHEREAS the requisite number of owners have petitioned the Council of the Township of Blandford-Blenheim (the "Corporation") in the County of Oxford, in accordance with the provisions of the Drainage Act, R.S.O. 1990, and amendments thereto, requesting that the following lands and roads be drained by a drainage works (the "Drainage Works").

TOWNSHIP OF BLANDFORD-BLENHEIM

Part of Lot 17, 18 and 19, Concession 12 (former Blenheim), including Part of Registered Plans 33 and 116.

Part of Lot 17, 18 and 19, Concession 13 (former Blenheim), including all of Registered Plans 57 and 162 and Land Title Plans 97, 108, 141 and 210.

All of Ann Street, Applewood Street, Daniel Street, Fennell Street, Fennel Street, Hume Street, Isabella Street Joshua Court, Krystal Court, Mill Street, Platt Street, River Road, Samuel Street, Streets 3, 4, 5 and 7, Walter Street, William Street, York Street and Young Street.

Part of Oxford Road 8 (Albert St. & Douro St.) and Oxford Road 42 (Albert St.)

AND WHEREAS the Council of the Township of Blandford-Blenheim in the County of Oxford has procured a report by K. A. Smart, P. Eng., of the firm of K. Smart Associates Limited, 85 McIntyre Drive, KITCHENER, Ontario, N2R 1H6, and the report is attached hereto and forms part of this By-law.

AND WHEREAS the estimated cost of constructing the Drainage Works is **\$5,965,400.00**.

AND WHEREAS **\$3,292,332.00** is the amount to be contributed by the Township of Blandford-Blenheim for construction of the Drainage Works.

AND WHEREAS the Corporation has received its Annual Repayment Limit (ARL) for 2005, effective January 1, 2007, from the Ministry of Municipal Affairs and Housing respecting long-term debt and financial obligations (the "Limit") and the Treasurer of the Corporation has updated the Limit in accordance with the applicable regulations and has determined that the estimated annual amount payable in respect

By-law Number 1526-2007 Cont'd.:

of the Drainage Works would not cause the Corporation to exceed its Limit, and that the approval of the Drainage Works by the Ontario Municipal Board is not required.

AND WHEREAS the Council is of the opinion that the drainage of the area is desirable.

THEREFORE the Council of the Township of Blandford-Blenheim, pursuant to the Drainage Act, R.S.O. 1990, and amendments thereto, enacts as follows:

1. The report dated March 31st, 2007 and attached hereto, is hereby adopted and the drainage works as therein indicated and set forth is hereby authorized, and shall be completed in accordance therewith.
2. (1) The Corporation of the Township of Blandford-Blenheim may borrow on the credit of the Corporation on the amount of **\$5,965,400.00**, being the necessary amount for construction of the drainage works.

(2) The Corporation may arrange for the issue of debentures on its behalf for the amount borrowed, less the total amount of,
 - (a) grants received under Section 85 of the Act;
 - (b) commuted payments made in respect of lands and roads assessed within the municipality;
 - (c) moneys paid under subsection 61(3) of the Act;

and

such debentures shall be made payable within Seven (7) years from the date of the debenture and shall bear interest at a rate to be established at the date of the sale of such debentures.

The County of Oxford shall handle the sale of such debentures, with interest at the prevailing rates at the time of debenture sale. The Municipality of the Township of Blandford-Blenheim shall make annual payments without coupons payable to the County of Oxford.

3. A special equal annual rate sufficient to redeem the principal and interest on the debentures shall be levied upon the lands and roads as set forth in the Schedule to be collected in the same manner and at the same time as other taxes are collected in each year for Seven (7) years, the year following the due date of the final invoice that calculates the actual costs of the Drainage Works in accordance with the Schedule contained in this By-law.

By-law Number 1526-2007 Cont'd.:

SCHEDULE

Private Individual Landowners and Corporations \$1,351,327.00 *
(Pages 64 to 68 inclusive being Schedule "A" in the report)

Lands of the Thames Valley School Board:

Roll # 020-080-034-00	N Pt 17, Conc. 13 (School)	\$ 12,718.00
-034-05	N Pt 17, Conc. 13 (Vacant Lot)	8,448.00

Lands of the County of Oxford:

Roll # 020-080-105-01	S Pt Lot 43, Plan 162 (Pumping Station)	\$ 4,969.00
-188-01	Lot 10, Plan 57 (Vacant Lot)	4,969.00 *

Roads of the County of Oxford:

Albert Street and Douro Street (County Road 8 and 42)	\$ 541,353.00 *
Special Assessment to County Road 8 and 42	749,284.00

Lands of the Municipality:

Roll # 020-080-155-00	S Pt Lot 17, Conc. 13 (Arena)	\$ 10,819.00
-156-00	S Pt Lot 17, Conc. 13 (Parking Lot -Tennis)	9,382.00
-156-05	S Pt Lot 17, Conc. 13 (Park - Parking Lot)	8,538.00
-157-00	S Pt Lot 17, Conc. 13 (Park behind arena)	5,056.00
-168-00	Pt. Lot 1 & 2, Plan 57 (Fire Station)	6,105.00

Roads of the Municipality:

Local Streets in Plattsville	\$1,455,686.00 *
Special Assessment to the Local Streets in Plattsville	1,796,746.00

TOTAL ASSESSMENT	<u>\$ 5,965,400.00</u>
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5. For paying the amount of **\$3,292,332.00**, being the amount assessed upon the lands and roads belonging to or controlled by the municipality, a special rate sufficient to pay the amount assessed plus interest thereon shall be levied upon the whole rateable property in the Township of Blandford-Blenheim in each year for Seven (7) years after the passing of this by-law to be collected in the same manner and at the same time as other taxes are collected.

By-law Number 1526-2007 Cont'd.:

* The Drainage Court of Revision considered various appeals and recommended changes at the first sitting of the Court on Wednesday, May 16th, 2007.

Resolution #6 was enacted on May 16, 2007 to reflect these changes.

At the second sitting of the Court of Revision on Wednesday, June 6, 2007, these changes were confirmed by the enactment of Resolution #15.

The changes are marked with two (2) ** asterisk.

SCHEDULE – (Amended)

Private Individual Landowners and Corporations (Pages 64 to 68 inclusive being Schedule "A" in the report)	\$ 1,339,013.00 **
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Lands of the Thames Valley School Board:

Roll # 020-080-034-00	N Pt 17, Conc. 13 (School)	\$ 12,718.00
-034-05	N Pt 17, Conc. 13 (Vacant Lot)	8,448.00

Lands of the County of Oxford:

Roll # 020-080-105-01	S Pt Lot 43, Plan 162 (Pumping Station)	\$ 4,969.00
-188-01	Lot 10, Plan 57 (Vacant Lot)	569.00 **

Roads of the County of Oxford:

Albert Street and Douro Street (County Road 8 and 42)	\$ 546,509.00 **
Special Assessment to County Road 8 and 42	749,284.00

Lands of the Municipality:

Roll # 020-080-155-00	S Pt Lot 17, Conc. 13 (Arena)	\$ 10,819.00
-156-00	S Pt Lot 17, Conc. 13 (Parking Lot -Tennis)	9,382.00
-156-05	S Pt Lot 17, Conc. 13 (Park – Parking Lot)	8,538.00
-157-00	S Pt Lot 17, Conc. 13 (Park behind arena)	5,056.00
-168-00	Pt. Lot 1 & 2, Plan 57 (Fire Station)	6,105.00

Roads of the Municipality:

Local Streets in Plattsville	\$1,467,244.00 **
Special Assessment to the Local Streets in Plattsville	1,796,746.00

TOTAL ASSESSMENT	<u>\$ 5,965,400.00</u>
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By-law Number 1526-2007 Cont'd.:

6. The cost index increases referenced in the report under the following sections:
 - The criteria used to establish the benefit assessments; Page 55, Section 5 & 6
and
 - Future Assessments in accordance with Section 66 of the Drainage Act;
Pages 60 and 61, shall have the base amount in the 2007 report:
adjusted annually on April 1 of each year, commencing in 2010, without
amendment to this by-law, in accordance with the most recent twelve month
change in the Statistics Canada Quarterly, "Construction Price Statistics".
7. This By-law comes into force on the passing thereof and may be cited as
"PLATTSVILLE DRAINAGE WORKS 2007 BY-LAW".

First Reading: April 24th, 2007.

Second Reading: April 24th, 2007.

Provisionally adopted this 24th day of April, 2007.

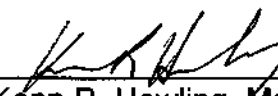

Kenn R. Howling, Mayor

(SEAL)


Keith Reibling, Clerk-Administrator

Third Reading: July 4th, 2007.

Enacted this 4th day of July, 2007.


Kenn R. Howling, Mayor

(SEAL)


Keith Reibling, Clerk-Administrator

KEITH REIBLING, A.M.C.T., Clerk-Administrator
MAUREEN SIMMONS, A.M.C.T., Treasurer/Collector
GARY CRANDALL, C.R.S.I., Road Manager
JAMES WATSON, C.E.T., Chief Building Official
RICK RICHARDSON, Fire Chief
DARREN HALL, Facility Manager



P.O. Box 100
Telephone: (519) 463-5347
Fax: (519) 463-5881
website: www.twp.bla-ble.on.ca

TOWNSHIP OF BLANDFORD-BLENHEIM

47 Wilmot Street South

DRUMBO, ONTARIO

N0J 1G0

April 24, 2007

INFORMATION TO PROPERTY OWNERS:

RE: PLATTSVILLE DRAIN – DEBENTURING

This document is prepared to provide a **general** explanation of payment and financing options relating to an invoice you will receive following the proposed completion of the Plattsville Drain Improvement, scheduled for 2008.

Once the Plattsville Drain Improvements are completed, the **actual** costs of the works will be assessed, prorated to the estimates contained in the drainage report that has been adopted. An invoice will be issued and you will have the following options:

1. Pay the amount in full within 21 days of the issuance of the invoice. Invoice is expected to be issued in the spring of 2009.
2. Debenture to be arranged after invoice due date has expired; over a seven (7) year term with payments to appear on your tax bill, the year following.
3. Pay a portion of the invoice by the due date and Debenture the remainder.

Debenture:

This loan is arranged through the County of Oxford and the following charges apply: Principal amount due plus interest @ 1 ¼% per month, or part thereof until the loan is arranged, plus 2% for the costs associated with the loan and debenture.

For illustration purposes ONLY:

Debenture Amount: \$5,500.00

Annual Payment: \$ 979.39

Interest Rate: **Assuming 5.75% - 7 Year Term** - The amount debentured would be placed on your 2010 tax bill in equal payments commencing in 2010.

YEAR	PRINCIPAL	INTEREST	PAYMENT
2010	\$658.59	\$320.80	\$979.39
2011	\$697.01	\$282.38	\$979.39
2012	\$737.66	\$241.73	\$979.39
2013	\$780.69	\$198.70	\$979.39
2014	\$826.22	\$153.17	\$979.39
2015	\$874.41	\$104.98	\$979.39
2016	\$925.41	\$ 53.98	\$979.39
TOTALS	\$5,500.00	\$1,355.73	\$6,855.73

SCHEDULE – (Amended)

Private Individual Landowners and Corporations \$ 1,339,013.00 **
(Pages 64 to 68 inclusive being Schedule "A" in the report)

Lands of the Thames Valley School Board:

Roll # 020-080-034-00	N Pt 17, Conc. 13 (School)	\$ 12,718.00
-034-05	N Pt 17, Conc. 13 (Vacant Lot)	8,448.00

Lands of the County of Oxford:

Roll # 020-080-105-01	S Pt Lot 43, Plan 162 (Pumping Station)	\$ 4,969.00
-188-01	Lot 10, Plan 57 (Vacant Lot)	569.00 **

Roads of the County of Oxford:

Albert Street and Douro Street (County Road 8 and 42)	\$ 546,509.00 **
Special Assessment to County Road 8 and 42	749,284.00

Lands of the Municipality:

Roll # 020-080-155-00	S Pt Lot 17, Conc. 13 (Arena)	\$ 10,819.00
-156-00	S Pt Lot 17, Conc. 13 (Parking Lot -Tennis)	9,382.00
-156-05	S Pt Lot 17, Conc. 13 (Park – Parking Lot)	8,538.00
-157-00	S Pt Lot 17, Conc. 13 (Park behind arena)	5,056.00
-168-00	Pt. Lot 1 & 2, Plan 57 (Fire Station)	6,105.00

Roads of the Municipality:

Local Streets in Plattsville	\$1,467,244.00 **
Special Assessment to the Local Streets in Plattsville	1,796,746.00

TOTAL ASSESSMENT	<u>\$ 5,965,400.00</u>
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Breakdown

	<u>Phase 1 (2008)</u>	<u>Phase 2 (2013)</u>
<u>County Roads</u> - Drainage Assessment	\$ 189,615.	\$ 356,894.
Road Rebuilding – Special Assessment	<u>110,961.</u>	<u>638,323.</u>
TOTAL	\$ 300,576.	\$ 995,217.
<u>Township Roads</u> - Drainage Assessment	\$1,230,613.	\$ 236,631.
Road Rebuilding – Special Assessment	<u>1,566,430.</u>	<u>230,316.</u>
TOTAL	\$2,797,043.	\$ 466,947.

THE CORPORATION OF THE
TOWNSHIP OF BLANDFORD-BLENHEIM
BY-LAW NUMBER 1527-2007

Being a by-law to adopt the 2007 estimates of all sums required during the year for the purposes of the municipality and to levy the tax rates for all purposes.

WHEREAS, Section 290 of the Municipal Act, 2001 provides the authority for Council to adopt estimates of all sums required during the year for the purposes of the municipality;

AND WHEREAS, Section 312 (2) of the Municipal Act, 2001 provides that Council, after the adoption of the estimates for the year, pass a by-law to levy a separate tax rate on the assessment in each property class;

AND WHEREAS, the Council of the Township of Blandford-Blenheim after considering the requirements of the municipality adopted the following estimated expenditures and revenues as prepared by the Treasurer for 2007.

Expenditures

General Government		
General Expenses	\$ 512,764.00	
Building	85,600.00	
Computer Equipment	20,000.00	
		\$ 618,364.00
Protection to Persons & Property		
General Expenses - Fire	286,995.00	
Capital Equipment - Fire	112,880.00	
Capital Vehicle – Princeton tanker	173,242.00	
Agreements	54,000.00	
CBO/Building Inspection Expenses	99,115.00	
Animal Protection	11,345.00	
Reserve for Fire Vehicles	207,220.00	
Reserve for Building	75,000.00	
		\$1,019,797.00
Transportation Services		
Roads Maintenance	1,402,940.00	
Capital Building	25,000.00	
Capital Equipment	15,000.00	
Construction	985,500.00	
Roads - Bridge projects	1,604,130.00	
Roads - Drainage assessments	10,000.00	
Street Lighting	29,260.00	
Transfer to Reserves	2,334,175.00	
		\$6,406,005.00
Health Services		
Inactive Cemeteries	6,975.00	
Active Cemeteries	32,470.00	
		\$ 39,445.00
Policing		
Policing – OCPS	1,380,511.00	
		\$1,380,511.00
Parks and Recreation		
Park Maintenance	48,211.00	
Capital Improvements - Parks	27,100.00	
Community Center Maintenance	26,527.00	
Plattsville Arena	347,815.00	
Capital Improvements - Arena	37,514.00	
Other Grants	3,250.00	
Transfer to Arena Reserve	100,000.00	
Transfer to Com Cent Reserve	50,000.00	
		\$ 637,167.00

By-Law Number **1527-2007** Cont'd.

Planning and Development		
Drainage Superintendent	38,995.00	
Drainage - Township portion	2,000.00	
Municipal Drain Debenture	9,219.00	
Tile Drain Debentures	10,725.00	
Municipal Drain Maintenance	4,513.00	
Water and Sewer levies	902,146.00	\$ 967,598.00
Total Expenditures		\$11,068,887.00
Revenues		
Taxation		\$2,972,704.00
Other Taxation Special Charges		
Tile/Drainage levy	24,457.00	
Water levies	902,146.00	\$ 926,603.00
Payments in Lieu of Taxes		\$ 18,705.00
Other Grants		
Other Grants	86,275.00	
Ont Municipal Partnership Fund	1,325,624.00	
Rural Infrastructure Grant	948,000.00	
COMRIF Funding	662,000.00	
Federal Gas Tax Grant	99,175.00	\$3,121,074.00
Received from Other Municipalities		
Township of Burford - fire	139,220.00	
City of Woodstock - base taxes	100,270.00	
City of Woodstock - royalties	43,000.00	\$ 282,490.00
Other Revenue		
Interest, fees, fines etc.	389,634.00	
Roads Revenues	26,000.00	
Plattsville Arena	223,500.00	
Com Center/Parks & Recreation	27,800.00	
Community - Fire Capital	19,000.00	
Active Cemeteries	23,407.00	\$ 709,341.00
2006 Operating Surplus	211,021.00	\$ 211,021.00
Transfer from Reserves		
Urban Infrastructure	300,000.00	
Fire Vehicles	173,242.00	
Fire Training	10,500.00	
Roads	685,500.00	
Bridges	1,604,130.00	
Arena	37,514.00	
Parks	7,000.00	
Cemeteries Reserve	9,063.00	\$ 2,826,949.00
Total Revenues		\$11,068,887.00

By-Law Number **1527-2007** Cont'd.

AND WHEREAS, effective January 1, 2007 the Township reserves were categorized under the following headings in the Treasurer's General ledger:

1. Reserve for Fire Departments – Vehicles	\$ 106,708.00
2. Reserve for Fire Departments – Property	\$ 92,918.00
Reserve for Fire Training	\$ 21,000.00
3. Reserve for Road Construction	\$ 557,434.00
4. Reserve for Road Vehicles	(\$ 127,127.00)
5. Reserve for Bridges	\$ 1,584,885.00
6. Reserve for Federal Gas Tax	\$ 148,780.00
7. Reserve for Street Lighting	\$ 31,048.00
8. Reserve for Sidewalks	\$ 19,954.00
9. Reserve for Parkland	\$ 41,187.00
10. Reserve for Community Centres	\$ 129,500.00
11. Reserve for Arena	\$ 169,897.00
12. Reserve for Tax Stabilization	\$ 322,850.00
13. Reserve for Urban Infrastructure	\$ 930,766.00
14. 2006 Surplus	\$ 211,021.00
Total Reserve Balances as at January 1, 2006	\$ 4,240,821.00

AND WHEREAS, after recording the estimated 2007 revenues and expenditures, the Township reserves will be categorized under the following headings in the Treasurer's General Ledger, effective December 31, 2007.

1. Reserve for Fire Departments – Vehicles	\$ 140,686.00
2. Reserve for Fire Departments – Property	\$ 167,918.00
3. Reserve for Fire Training	\$ 10,500.00
4. Reserve for Road Construction	\$ 1,019,934.00
5. Reserve for Road Vehicles	\$ 72,873.00
6. Reserve for Federal Gas Tax	\$ 247,955.00
7. Reserve for Bridges	\$ 867,755.00
8. Reserve for Street Lighting	\$ 31,048.00
9. Reserve for Sidewalks	\$ 19,954.00
10. Reserve for Parkland	\$ 34,187.00
11. Reserve for Community Centres	\$ 179,500.00
12. Reserve for Arena	\$ 233,883.00
13. Reserve for Tax Stabilization	\$ 338,360.00
14. Reserve for Urban Infrastructure	\$ 630,766.00
15. 2006 Surplus/Deficit	\$ NIL
Total Reserve Balances as at January 1, 2008	\$ 3,995,319.00

AND WHEREAS, effective January 1, 2007 the Township Development Charges reserves Funds were categorized under the following headings in the Treasurer's General ledger:

1. Reserve for Administration (development charges)	\$ 6,843.00
2. Reserve for Fire Buildings (development charges)	\$ 0.00
3. Reserve for Road Construction (development charges)	\$ 48,414.00
4. Reserve for Joint Police services (development charges)	\$ 7,526.00
Total Reserve Fund balances as at January 1, 2007	\$ 62,783.00

AND WHEREAS, after recording the 2007 estimated transfers from Development Charges and calculating interest at a rate of 2% per year on proposed balances, the Township Development Charges reserves will be categorized under the following headings in the Treasurer's General Ledger, effective December 31, 2007.

By-Law Number **1527-2007** Cont'd.

1. Reserve for Administration (development charges)	\$ 6,980.00
2. Reserve for Fire Buildings (development charges)	\$
3. Reserve for Road Construction (development charges)	\$ 49,382.00
4. Reserve for Joint Police Services (development charges)	\$ 7,676.00
Total Reserve Fund balances as at January 1, 2008.	\$ 64,038.00

AND WHEREAS, the property assessment roll on which the 2007 taxes are to be levied have been returned and revised pursuant to the provisions of the Assessment Act subject to appeals at present before the District Court and the Ontario Assessment Review Board;

AND WHEREAS, "Residential Assessment", "Multi-Residential Assessment", "Commercial Assessment", "Industrial Assessment", "Pipeline Assessment", "Farmland" Assessment and "Managed Forest Assessment" are defined in the Assessment Act as amended by the Fair Municipal Finance Act, 1997.

AND WHEREAS, the assessments for Blandford-Blenheim in the aforementioned property classes and prescribed sub-classes are as follows:

Residential Assessment	438,432,330.00
Multi-Residential Assessment	2,508,455.00
Commercial Assessment	27,999,553.00
Commercial - Vacant unit/excess land	36,360.00
Commercial - Vacant land	671,655.00
Industrial Assessment	5,431,418.00
Industrial - Vacant unit/excess land	31,335.00
Large Industrial	2,672,000.00
Pipeline Assessment	62,952,300.00
Farmland Assessment	318,718,691.00
Managed Forest Assessment	564,485.00

AND WHEREAS, under Section 308 of the Municipal Act, 2001, the County of Oxford established by By-law No. **4812-2007** the following tax ratios for the County and its lower tier municipalities.

1. Residential/Farm Residential	1.0000
2. Multi-Residential	2.7400
3. Commercial	1.9018
4. Industrial (residual)	2.6300
5. Large Industrial	2.6300
6. Pipeline	1.2593
7. Farmland	0.2500
8. Managed Forest	0.2500

AND WHEREAS, the sums required by taxation in the year 2007 for the Township of Blandford-Blenheim general purposes is **\$2,972,704.00**

AND WHEREAS, the sums required by taxation in the year 2007 for the County of Oxford general and library purposes to be levied to the Township of Blandford-Blenheim is **\$3,554,706.00**.

AND WHEREAS, Ontario Regulation 98/06 has set 2007 tax rates for education purposes for all assessment classes. The total amount for the Township of Blandford-Blenheim calculates out to be **\$3,015,003.00**.

AND WHEREAS, several municipal drains have been maintained under the authority of the Drainage Act, RSO 1990 Chapter D17 Section 74 as amended. Schedule "A" attached hereto outlines the municipal drains where monies are owing and the total amount placed on the tax roll.

By-Law Number **1527-2007** Cont'd.

AND WHEREAS, a water levy to property owners in Bright shall be collected as a local improvement charge on the 2007 tax roll, to all property assessed who receive or will receive water benefit in accordance with the County of Oxford By-law Number 4811-2007. Schedule "B" attached hereto sets out the total charges.

AND WHEREAS, a water and sewage levy to property owners in Drumbo shall be collected as a local improvement charge on the 2007 tax roll, to all property assessed who receive or will receive the benefit in accordance with the County of Oxford By-law Number 4811-2007. Schedule "B" attached hereto sets out the total charges.

AND WHEREAS, a water and sewage levy to property owners in Plattsville shall be collected as a local improvement charge on the 2007 tax roll, to all property assessed who receive or will receive the benefit in accordance with the County of Oxford By-law Number 4811-2007. Schedule "B" attached hereto sets out the total charges.

AND WHEREAS, the amount of capital charges owing for sewage and water connections and frontage in Plattsville shall be added to the Roll and part due in 2007 shall be collected. Schedule "B" attached hereto sets out the total charges.

AND WHEREAS, the amount for municipal drain debentures, tile drainage debentures and other miscellaneous charges shall be added to the local improvements list and collected as part of the 2007 Collector's Roll. Schedule "B" attached hereto sets out the total charges.

AND WHEREAS, the tax rates on the aforementioned property classes and property subclasses have been calculated pursuant to the provisions of the Municipal Act and the manner set out herein.

NOW THEREFORE, the Council of the Township of Blandford-Blenheim enacts as follows:

1. The rates of taxation per current value assessment for Township, County and Education purposes be levied as follows:

New Tax Classes	Township Tax Rate	County Tax Rates	Education Tax Rates	Totals
Residential	0.00437188	0.00522782	0.00264000	0.01223970
Multi Residential	0.01197895	0.01432422	0.00264000	0.02894317
Commercial -Full	0.00831444	0.00994226	0.02060039	0.03885709
Vacant unit/excess land	0.00582011	0.00695958	0.01442027	0.02719996
Vacant land	0.00582011	0.00695958	0.01442027	0.02719996
Industrial - full	0.01149804	0.01374915	0.02926967	0.05451686
Vacant unit/excess land	0.00747373	0.00893695	0.01902529	0.03543597
Vacant land	0.00747373	0.00893695	0.01902529	0.03543597
Large Industrial	0.01149804	0.01374915	0.02926967	0.05451686
Pipeline	0.00550551	0.00658339	0.01295267	0.02504157
Farmland	0.00109297	0.00130696	0.00066000	0.00305993
managed Forest	0.00109297	0.00130696	0.00066000	0.00305993

2. The amounts owing for "Local Improvements" as set out in Schedules "A", and "B" attached hereto and forming part of this by-law, be collected.
3. That the estimated expenditures and revenues listed herein are hereby adopted.

By-Law Number **1527-2007** Cont'd.

4. That the estimates established in 2007 for the Township reserves in the various categories as listed herein are hereby adopted.
5. That final taxes for residential, farmland, pipeline and managed forest classes, where such properties assessments are not combined with commercial, industrial, large industrial and/or multi-residential classes shall become due and payable in two installments as follows:

August 24, 2007

October 26, 2007

6. Taxes for all other Property Classes become due and payable as set out in Section 5; however, if the required 2007 capping adjustments are not available in time to comply with the due dates set out in Section 5, Due dates shall be established by Council following receipt of the required 2007 capping adjustments.
7. That from the 1st day of January, 2007 until the 31st day of December 2007, the statutory penalty of 1 ¼% per month or part thereof shall be added to all tax arrears, in accordance with the by-laws governing the same.
8. That a penalty of 1 ¼% be added to the amount due on February 23rd, May 25th, August 24th and October 26th, 2007 if these amounts are unpaid after such dates and 1 ¼% per month on the first day of each calendar month thereafter, in accordance with the by-laws governing the same.
9. The Treasurer shall pay all debentures to the holders thereof, or the Bank as the same becomes due and this by-law shall be her sufficient warrant for such payments.

AND BE IT FURTHER ENACTED, that all rates hereinbefore mentioned which are required to be levied and raised under this by-law shall be paid by the person or persons charged with the payment thereof. Payment options are as follows:

- By cheque/cash at the Township office, 47 Wilmot Street Drumbo
- By Mail at Box 100 Drumbo On N0J 1G0
- By telephone /pc banking, provided your bank offers that service
- At the Bank of Montreal branch in Drumbo and/or the CIBC branches in Plattsville and Ayr.
- Pre-Authorized Payment Plans. Two plans will be made available.
- A 10 month plan where payments will be deducted directly from your bank account on the 15th of each month beginning January and a four (4) regular tax installment plan.

By-law **READ** a **FIRST** and **SECOND** time this 2nd day of May, 2007

By-law **READ** a **THIRD** time and **FINALLY PASSED** in Open Council this 2nd day of May, 2007.

(Seal)


Kenn R. Howling, Mayor


Keith Reibling, Clerk-Administrator

**Schedule "A" to By-Law No 1527-2007
of the Township of Blandford-Blenheim**

Code	Name of Drain (Repair Balance)	Maintenance Tax Roll 2007
	Bastien Drain	\$ 6.66
	Bright Drain # 24	\$ 208.52
	Bright Hewitt - Hewitt	\$ 1,105.01
	Bright Catchbasins	\$ 178.27
	Bremner Creek Open	\$ 50.56
	Easton Drain	\$ 72.37
	Fifth Drain	\$ 11.60
	Livingston Vernooy	\$ 58.49
	Mahon Drain Br B	\$ 6.30
	Plattsville SWM A -	\$ 419.11
	Plattsville SWM B	\$ 475.05
	Plattsville Catchbasins	\$ 627.63
	Plattsville Wm Branch	\$ 110.48
	South Princeton A	\$ 474.48
	South Princeton E	\$ 397.94
	Trout Creek	\$ 45.51
	Watters Drain	\$ 299.90
	Wilson Drain	\$ 575.18
		<u>\$ 5,123.06</u>

**Schedule "B" to By-Law No. 1527-2007
of the Township of Blandford-Blenheim**

Code	Local Improvement		Total
207	Bright Water System "Connected"	\$	88,499.60
210	Bright Water System "Not Connected"	\$	3,750.00
		\$	<u>92,249.60</u>
234	Drumbo Metered Year End Balance	\$	412.00
235	Drumbo Metered	\$	24,750.00
236	Drumbo Schedule A	\$	291,260.88
237	Drumbo Schedule B existing units	\$	9,439.01
238	Drumbo Schedule B vacant lots	\$	9,701.58
240	Drumbo Multi connections	\$	21,584.31
		\$	<u>357,147.78</u>
241	Plattsville Single Usage	\$	347,979.08
242	Plattsville Multi-Residential	\$	9,930.84
243	Plattsville Other properties	\$	120,436.46
		\$	<u>478,346.38</u>
208	Plattsville Frontage and Connection	\$	17,354.70
245	Partial Water/Sewage Charges		
	Drumbo	\$	5,162.78
	Plattsville	\$	2,255.23
Various	Municipal Drainage Debentures	\$	2,190.84
209	Tile Drainage Debentures	\$	10,725.11

Document General

Form 4 — Land Registration Reform Act

D

498506 Number..... CERTIFICATE OF REGISTRATION REGISTERED 2007 -05- 23 at 9:15..... <i>M. Z. Reibling</i> Land Registry Office No. 41 Land Registrar New Property Identifiers Additional: See Schedule ☐ Executions Additional: See Schedule ☐	(1) Registry ☒ Land Titles ☐	(2) Page 1 of 2 pages
	(3) Property Identifier(s) Block Property Part of 00292 ~~0030~~ (R) <i>0189</i>	
	(4) Nature of Document By-law Number 1528-2007	
	(5) Consideration —nil— Dollars \$	
	(6) Description In the Township of Blandford-Blenheim, former Township of Blenheim, in the County of Oxford, being composed of Part of Lot 12, Concession 1, being Part 2 on Reference Plan 41R-7961.	
	(7) This Document Contains: (a) Redescription New Easement Plan/Sketch ☐ (b) Schedule for: Description ☐ Additional Parties ☐ Other ☐	

(8) This Document provides as follows:

See Township of Blandford-Blenheim By-law Number 1528-2007 attached.

Continued on Schedule ☐

(9) This Document relates to instrument number(s)

(10) Party(ies) (Set out Status or Interest)

Name(s)

Signature(s)

Date of Signature
Y M D

THE CORPORATION OF THE TOWNSHIP

OF BLANDFORD-BLENHEIM (the "Township")

by its Clerk-Administrator Keith Reibling

Keith Reibling

2007 05 16

(11) Address for Service 47 Wilmot Street South, Drumbo, Ontario. N0J 1G0

(12) Party(ies) (Set out Status or Interest)

Name(s)

Signature(s)

Date of Signature
Y M D

(13) Address for Service

(14) Municipal Address of Property
n/a

(15) Document Prepared by:
 Keith Reibling,
 Clerk-Administrator,
 Township of Blandford-
 Blenheim,
 47 Wilmot Street South,
 Drumbo, Ontario. N0J 1G0

Fees and Tax	
Registration Fee	<i>60.-</i>
Total	<i>60.-</i>

FOR OFFICE USE ONLY

FOR OFFICE USE ONLY

THE CORPORATION OF THE
TOWNSHIP OF BLANDFORD-BLENHEIM

BY-LAW NUMBER 1528-2007

Being a By-law to establish a recently acquired road widening as a highway and continue with the highway name of Wonham Street for lands located in Part of Lot 12, Concession 1 (former Blenheim).

WHEREAS Section 8 of the Municipal Act, S.O. 2001, Chapter 25, and amendments thereto, provides that the power to a municipality shall be interpreted broadly so as to confer broad authority on the municipality to enable the municipality to govern its affairs as it considers appropriate.

AND WHEREAS Section 31 of the Municipal Act, S.O. 2001, Chapter 25, and amendments thereto, provides that after January 1, 2003, land may only become a highway by virtue of a by-law establishing the highway.

AND WHEREAS County of Oxford Land Division Committee, Application #B-63/06, Condition #3, provided that a road widening along the frontage of the lot to be severed and the lot to be retained, be dedicated, to the Township of Blandford-Blenheim by the Owner/Applicant of the property being the Estate of Albert Raycraft,

AND WHEREAS the Estate of Albert Raycraft transferred Part 2 of Reference Plan 41R-7961 to the Township of Blandford-Blenheim registered as Instrument Number 498150 on April 24, 2007 at the Oxford Registry Office, No. 41.

NOW THEREFORE, the Council of the Corporation of the Township of Blandford-Blenheim enacts as follows:

1. That Council establishes that a parcel of land located in Part of Lot 12, Concession 1, (former Blenheim), more particularly described as follows:

PART 2 on a Reference Plan deposited in the Registry Division of Oxford (No. 41) as 41R-7961,

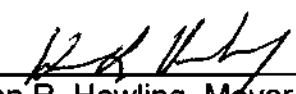
is assumed as a municipal public highway for the use and benefit of the public.

2. That the parcel of land (road widening) described in Section 1 herein, shall be considered as part of "Wonham Street" in Princeton.

By-law **READ** a **FIRST** and **SECOND** time this 16th day of May, 2007.

By-law **READ** a **THIRD** time and **ENACTED** in Open Council this 16th day of May, 2007.

(SEAL)


Kenn R. Howling, Mayor


Keith Reibling, Clerk/Administrator

THE CORPORATION OF THE
TOWNSHIP OF BLANDFORD-BLENHEIM

BY-LAW NUMBER 1530-2007

A By-Law to amend Zoning By-Law Number 1360-2002, as amended.

WHEREAS the Municipal Council of the Corporation of the Township of Blandford-Blenheim deems it advisable to amend By-Law Number 1360-2002, as amended.

THEREFORE, the Municipal Council of the Corporation of the Township of Blandford-Blenheim, enacts as follows:

1. That Schedule "A" to By-Law Number 1360-2002 as amended, is hereby amended by changing to "R1-7" the zone symbol of the lands so designated "R1-7" on Schedule "A" attached hereto.
2. That Section 11.5 to By-Law Number 1360-2002, as amended is hereby amended by adding the following subsection at the end thereof.

"11.5.7 LOCATION: 23 DOVER STREET EAST, WOLVERTON, R1-7

11.5.7.1 Notwithstanding any provision of this By-Law to the contrary, no person shall within any R1-7 Zone use any lot, or erect, alter or use any building or structure for any purpose except the following:

- all uses permitted in Section 11.1 of this By-Law.

11.5.7.2 Notwithstanding any provision of this By-Law to the contrary, no person shall within any R1-7 Zone use any lot, or erect, alter or use any building or structure for any purpose except in accordance with the following provisions:

11.5.7.2.1 LOT AREA

The minimum lot area shall be the lot area existing at the time of passing of the By-law or created by a severance granted by the Oxford County Land Division Committee.

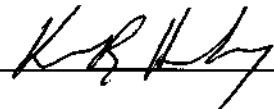
11.5.7.2.2 LOT DEPTH

The minimum lot depth shall be the lot depth existing at the time of passing of the By-law or created by a severance granted by the Oxford County Land Division Committee.

-
- 11.5.7.2.3 All the other provisions of the R1 Zone in Section 11.2 and all other relevant provisions contained in this By-law shall continue to apply mutatis mutandis."
3. This By-Law comes into force in accordance with Sections 34(21) and (30) of the Planning Act, R.S.O. 1990, as amended.

READ a first and second time this 16th day of May, 2007.

READ a third time and finally passed this 16th day of May, 2007.


Kenn R. Howling, Mayor

(SEAL)

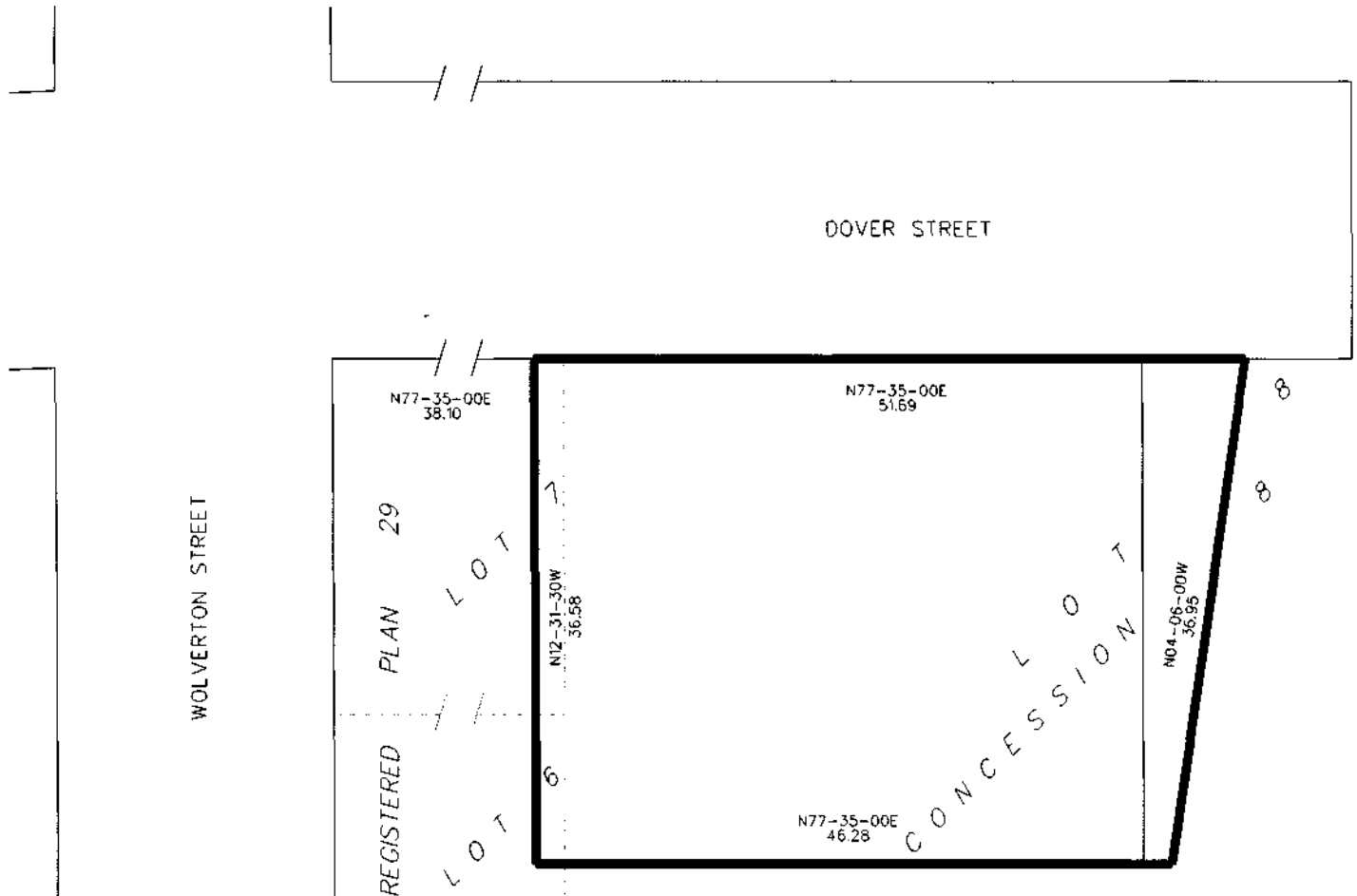
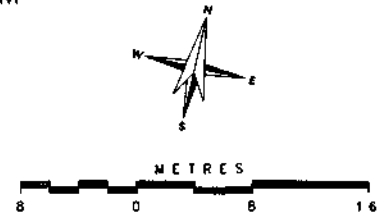

Keith Reibling, Clerk/Administrator

SCHEDULE "A"

TO BY-LAW No. 1530-2007

PART OF LOT 6 AND 7, EAST OF WOLVERTON STREET, REGISTERED PLAN 29
AND PART OF LOT 8, CONCESSION 8 (BLENHEIM)

TOWNSHIP OF BLANDFORD-BLENHEIM



THIS IS SCHEDULE "A"

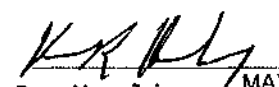
TO BY-LAW No. 1530-2007, PASSED

THE 16TH DAY OF MAY, 2007

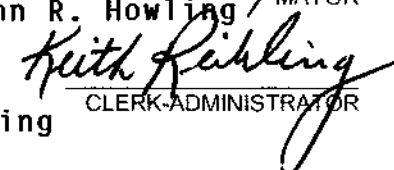
 AREA OF ZONE CHANGE TO R1-7

NOTE: ALL DIMENSIONS IN METRES

 **Oxford County**
growing stronger...together
Information Systems © 2007


Kenn R. Howling MAYOR

Keith Reibling


CLERK-ADMINISTRATOR

ZON 1-07-3

TOWNSHIP OF BLANDFORD-BLENHEIM

BY-LAW NUMBER 1530-2007

EXPLANATORY NOTE

The purpose of By-Law Number 1530-2007 is to rezone lands municipally known as 23 Dover Street East, in the settlement of Wolverton, and comprising Part Lots 6 and 7 (east of Wolverton Street), Registered Plan 29, and Part Lot 8, Concession 8 (Blenheim), in the Township of Blandford-Blenheim, from 'Residential Type 1 Zone (R1)' to 'Special Residential Type 1 Zone (R1-7)' to reflect the residential use of the recently enlarged lot and implement a condition of the Oxford Land Division Committee relating to application for consent #B-2/07. Special provisions were included to recognize the new lot area and new lot depth of the enlarged subject property.

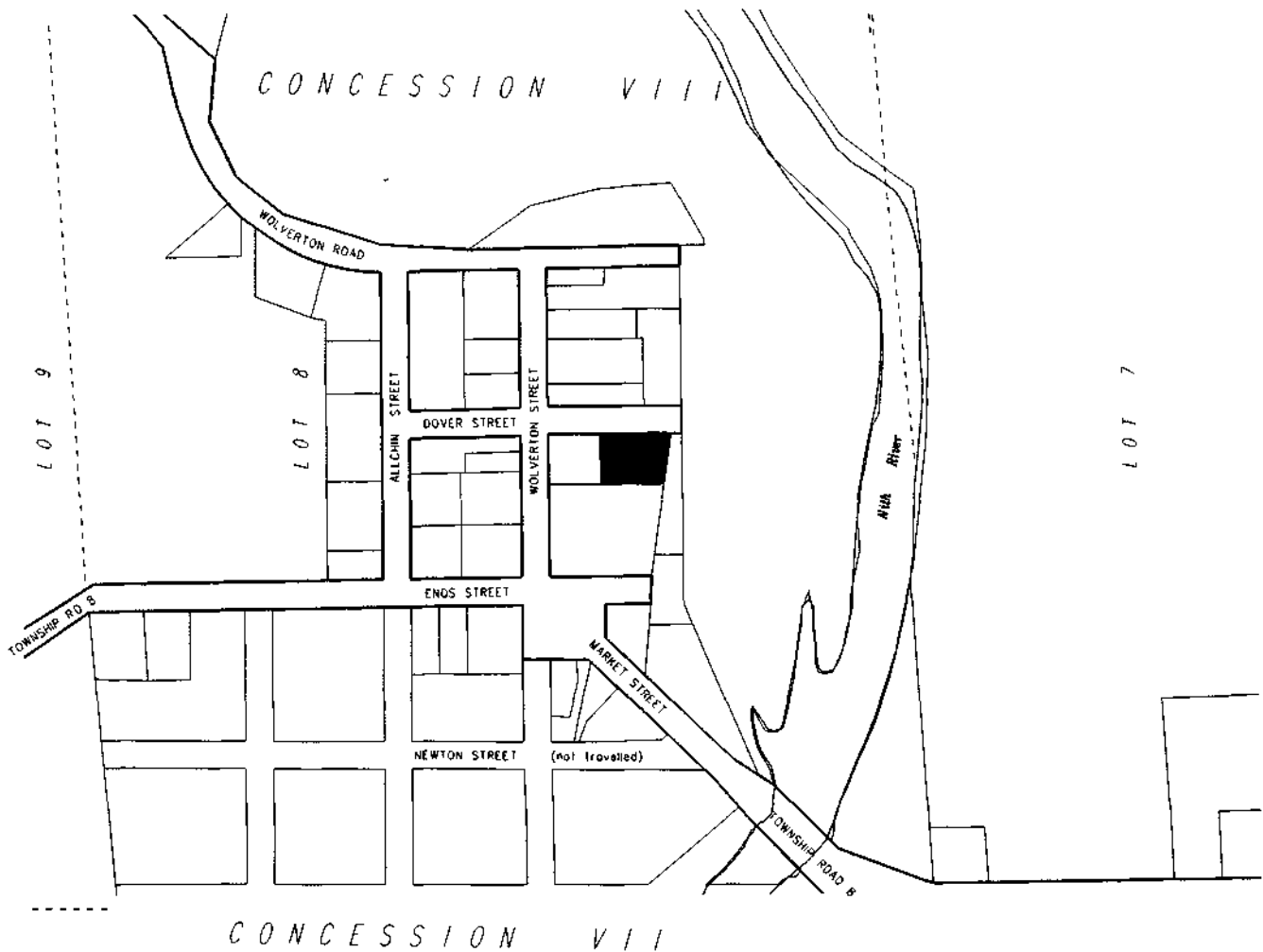
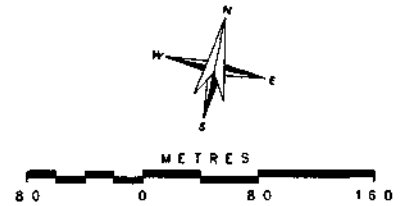
Municipal Council, after conducting the public hearing necessary to consider any comments to the proposed change in zone designation, approved By-Law Number 1530-2007. The public hearing was held on May 2, 2007.

Any person wishing further information relative to Zoning By-Law Number 1530-2007 may contact the undersigned.

Mr. Keith Reibling
Clerk-Administrator
Township of Blandford-Blenheim
P.O. Box 100
DRUMBO, Ontario
N0J 1G0

Telephone: 463-5347

KEY MAP



 LANDS TO WHICH BY-LAW No. **1530-2007** APPLIES

THE CORPORATION OF THE
TOWNSHIP OF BLANDFORD-BLENHEIM

BY-LAW NUMBER 1531-2007

Being a By-law to authorize Agreement(s) between the Canadian Pacific Railway Company (Railway) and the Township of Blandford-Blenheim (Road Authority) for a rail crossing at grade and a crossing warning system on Township Road 4, at Lot 11 (former Blandford).

WHEREAS Section 8 of the Municipal Act, S.O. 2001, Chapter 25, and amendments thereto, provides that the power to a municipality shall be interpreted broadly so as to confer broad authority on the municipality to enable the municipality to govern its affairs as it considers appropriate.

AND WHEREAS Section 27 (1) of the Municipal Act, S.O. 2001, Chapter 25, and amendments thereto, provides the authority that a municipality may pass by-laws in respect of a highway that they have jurisdiction over.

AND WHEREAS the Railway desires to extend the railway line to service the Toyota site located in the City of Woodstock and install a crossing warning system over the existing Township Road 4 that is serviced by the Township Road Authority.

AND WHEREAS the Railway and the Road Authority desire to enter into an agreement with respect to the rail line crossing Township Road 4 at Lot 11 (former Blandford) and an agreement complete with provisions for the construction and maintenance costs for the crossing warning system, consisting of flashing lights, bell and gates.

NOW THEREFORE the Council of The Corporation of the Township of Blandford-Blenheim enacts as follows:

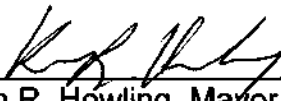
1. That the Clerk-Administrator be and is hereby authorized to execute on behalf of the Corporation, Agreement(s) for a crossing at grade and a crossing warning system on Township Road 4 at Lot 11 (former Blandford), at Mileage 1.08, Toyota Spur, Mileage 82.40, Galt Subdivision, between The Canadian Pacific Railway Company and the Corporation of the Township of Blandford-Blenheim.

By-law **READ** a **FIRST** and **SECOND** time this 16th day of May, 2007.

By-law **READ** a **THIRD** time and **ENACTED** in Open Council this 16th

day of May, 2007.

(SEAL)


Kenn R. Howling, Mayor


Keith Reibling, Clerk-Administrator

THE CORPORATION OF THE
TOWNSHIP OF BLANDFORD-BLENHEIM

BY-LAW NUMBER 1529-2007

Being a By-law to repeal the Township's Nutrient Management By-law,
(Number 1433-2004),

WHEREAS the Council of the Corporation of the Township of Blandford-Blenheim passed By-law No. 1433-2004 to regulate manure management for certain livestock operations;

AND WHEREAS, in September 2005, the Province of Ontario revised Regulation 267/03 made under the Nutrient Management Act stating that the Regulation supersedes a by-law of a municipality or a provision in that by-law if the by-law or provision addresses the same subject-matter as the regulation;

AND WHEREAS, in January 2005, Oxford County Council passed a resolution that municipal nutrient management by-laws be repealed upon expiry of any remaining municipal nutrient management plans;

AND WHEREAS the expiry date of the last Nutrient Management Plan in the Township of Blandford-Blenheim is April 1st, 2007.

NOW THEREFORE, the Council of the Corporation of the Township of Blandford-Blenheim enacts as follows:

1. That By-law Number 1433-2004 enacted the 3rd day of March, 2004, is hereby repealed.

By-law **READ** a **FIRST** and **SECOND** time this 16th day of May, 2007.

By-law **READ** a **THIRD** time and **ENACTED** in Open Council this 16th day of May, 2007.

(SEAL)


Kenn R. Howling, Mayor

Keith Reibling, Clerk-Administrator

THE CORPORATION OF THE
TOWNSHIP OF BLANDFORD-BLENHEIM

BY-LAW NUMBER 1532-2007

Being a By-law to amend By-law Number 506-83, as amended, being a By-law to appoint certain municipal officials.

WHEREAS Section 8 of the Municipal Act, S.O. 2001, Chapter 25, and amendments thereto, provides that the power to a municipality shall be interpreted broadly so as to confer broad authority on the municipality to govern its affairs as it considers appropriate.

AND WHEREAS Section 228. (2) of the Municipal Act, S.O. 2001, Chapter 25, and amendments thereto, provides that a municipality may appoint a Deputy Clerk who has all the powers and duties of the Clerk under this and any other Act.

AND WHEREAS Section 286. (1) of the Municipal Act, S.O. 2001, Chapter 25, and amendments thereto, provides that a municipality shall appoint a treasurer who is responsible for handling all of the financial affairs of the municipality on behalf of and in the manner directed by the Council of the municipality.

AND WHEREAS Mrs. Maureen Simmons submitted her resignation as Treasurer/Collector and Deputy Clerk effective May 25th, 2007.

AND WHEREAS Mrs. Mary Ellen Weatherhead accepted the Interview Committee's (being the majority of Council) offer of employment dated May 31st, 2007, to serve as the Treasurer/Collector and Deputy Clerk for the municipality with duties to commence on June 18th, 2007.

AND WHEREAS the Municipal Council of the Corporation of the Township of Blandford-Blenheim deems it advisable to further amend By-law Number 506-83, as amended, and to repeal Section 2.1 of By-law Number 1135-97 to reflect the changes in personnel with this municipal appointment.

NOW THEREFORE the Council of The Corporation of the Township of Blandford-Blenheim enacts as follows:

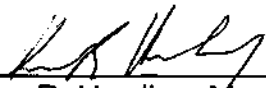
1. That Section 3 of By-law Number 506-83, as amended, is hereby deleted and the following section substituted.
 - 1.1 "Section 3" That Mary Ellen Weatherhead is hereby appointed as the Treasurer/Collector and Deputy Clerk for the municipality.

By-law Number **1532-2007** Cont'd.:

2. The responsibilities and duties of the Treasurer, Tax Collector and Deputy Clerk are set forth in the Township's Role Description dated May 5th, 2004.
3. That Section 2.1 of By-law Number 1135-97, enacted the 5th day of February, 1997, is hereby repealed.
4. The provisions of this By-law shall take full force and effect on June 18, 2007.

By-law **READ** a **FIRST** and **SECOND** time this 6th day of June, 2007.

By-law **READ** a **THIRD** time and **ENACTED** in Open Council this 6th day of June, 2007.



Kenn R. Howling, Mayor

(SEAL)



Keith Reibling, Clerk-Administrator

THE CORPORATION OF THE
TOWNSHIP OF BLANDFORD-BLENHEIM
BY-LAW NUMBER 1533-2007

A By-Law to amend Zoning By-Law Number 1360-2002, as amended.

WHEREAS the Municipal Council of the Corporation of the Township of Blandford-Blenheim deems it advisable to amend By-Law Number 1360-2002, as amended.

THEREFORE, the Municipal Council of the Corporation of the Township of Blandford-Blenheim, enacts as follows:

1. That Schedule "A" to By-Law Number 1360-2002 as amended, is hereby amended by changing to 'RR-10' the zone symbol of the lands so designated 'RR-10' on Schedule "A" attached hereto.
2. That Section 9.5 to By-Law Number 1360-2002, as amended, is hereby amended by adding the following subsection at the end thereof.

"9.5.10 LOCATION: PART LOT 21, CONCESSION 13 (BLENHEIM), RR-10"

- 9.5.10.1 Notwithstanding any provision of this By-Law to the contrary, no person shall within any RR-10 Zone use any lot, or erect, alter or use any building or structure for any purpose except the following:

all uses permitted in Section 9.1 of this By-law.

- 9.5.10.2 Notwithstanding any provision of this by-law to the contrary, no person shall within any RR-10 zone use any lot, or erect, alter or use any building or structure for any purpose except in accordance with the following provisions:

9.5.10.2.1 LOT FRONTAGE

Minimum	22.8 m (75.0 ft).
---------	-------------------

9.5.10.2.2 SPECIAL PROVISIONS FOR AN ACCESSORY BUILDING IN A RESIDENTIAL ZONE

- | | |
|---------------------------------|--|
| (i) Maximum Ground Floor Area - | 167 m ² (1,798 ft ²) |
| (ii) Maximum Height - | as existing on the date of passing of this by-law. |

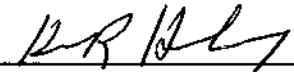
9.5.10.2.3 That all provisions of the RR Zone in Section 9.2 to this By-law, as amended, shall apply, and further that all other provisions of this By-law, as amended, that are consistent with the provisions herein contained shall continue to apply mutatis mutandis."

3. This By-Law comes into force in accordance with Sections 34(21) and (30) of the Planning Act, R.S.O. 1990, as amended.

READ a first and second time this 20th day of June, 2007.

READ a third time and finally passed this 20th day of June, 2007.

(SEAL)


Kenn Howling, Mayor

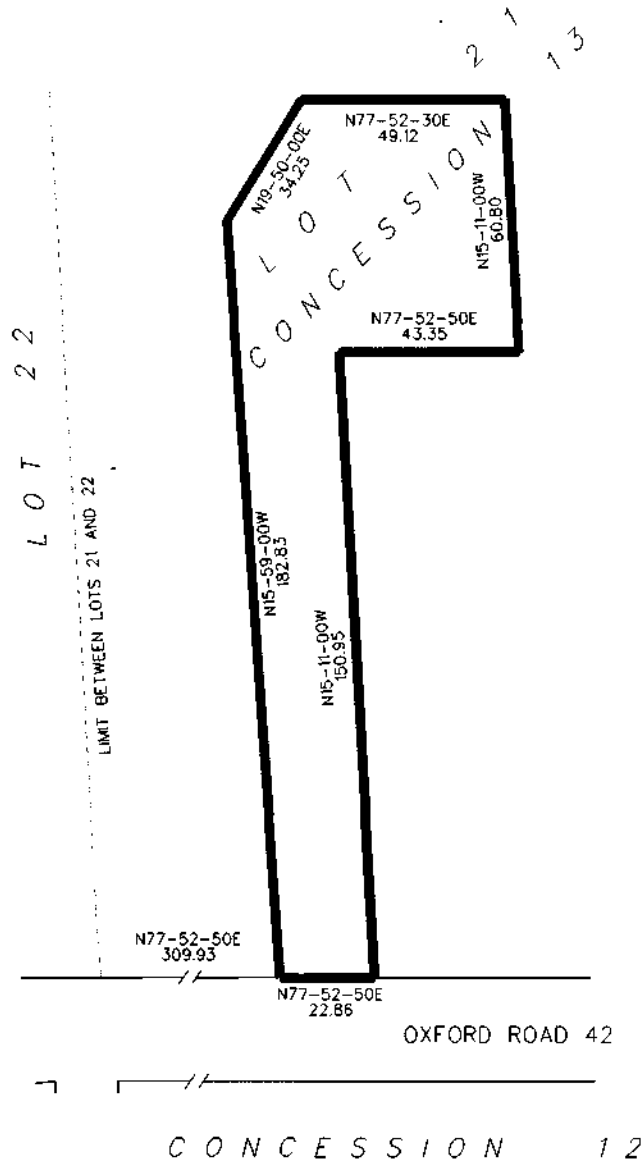

Keith Reibling, Clerk-Administrator

SCHEDULE "A"

TO BY-LAW No. 1533-2007

PART LOT 21, CONCESSION 13 (BLENHEIM)

TOWNSHIP OF BLANDFORD-BLENHEIM



THIS IS SCHEDULE "A"

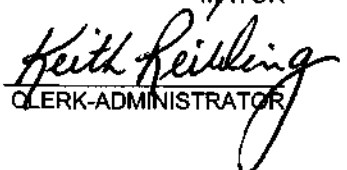
TO BY-LAW No. 1533-2007, PASSED

THE 20TH DAY OF JUNE, 2007



AREA OF ZONE CHANGE TO RR-10

NOTE: ALL DIMENSIONS IN METRES


MAYOR

CLERK-ADMINISTRATOR

ZON 1-07-4

TOWNSHIP OF BLANDFORD-BLENHEIM

BY-LAW NUMBER 1533-2007

EXPLANATORY NOTE

The purpose of By-Law Number 1533-2007 is to satisfy a condition imposed by the County of Oxford Land Division Committee for the related Application for Consent #B-34/06. The zone change will rezone the retained lot from "General Agricultural Zone (A2)" to "Special Rural Residential Zone (RR-10)" to recognize the non-farm rural residential use on this retained lot. Special regulations in the RR-10 zone will recognize the reduced lot frontage of 22.8 meters (75 ft) and the existing ground floor area and height of the accessory structure. The subject lands are located on the north side of Township Road 12, between Oxford Road 22 and the Nith River, and comprise Part Lot 21, Concession 13 (Blenheim), in the Township of Blandford-Blenheim. The subject site is currently owned by Stefan Arkink.

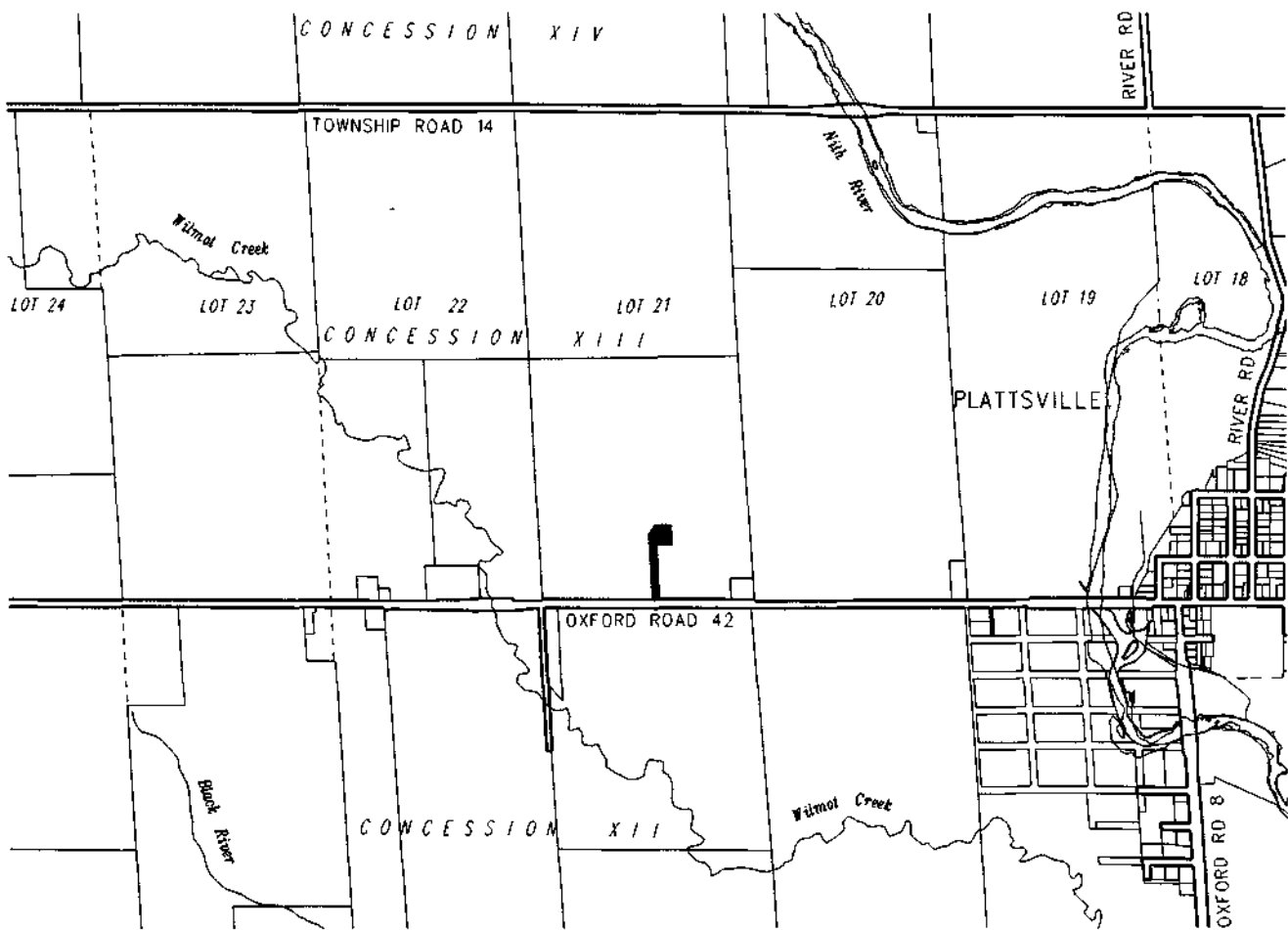
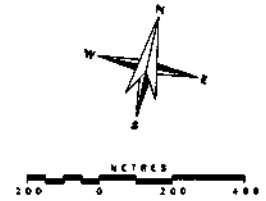
Municipal Council, after conducting the public hearing necessary to consider any comments to the proposed change in zone designation, approved By-Law Number 1533-2007. The public hearing was held on April 18, 2007.

Any person wishing further information relative to Zoning By-Law Number 1533-2007 may contact the undersigned.

Mr. Keith Reibling
Clerk-Administrator
Township of Blandford-Blenheim
P.O. Box 100
DRUMBO, Ontario
N0J 1G0

Telephone: 463-5347

KEY MAP



LANDS TO WHICH BY-LAW No. 1533-2007 APPLIES

THE CORPORATION OF THE
TOWNSHIP OF BLANDFORD-BLENHEIM
BY-LAW NUMBER 1534-2007

Being a By-law to amend By-law Number 506-83, as amended, being a By-law to appoint certain municipal officials.

WHEREAS Section 8 of the Municipal Act, S.O. 2001, Chapter 25, and amendments thereto, provides that the power to a municipality shall be interpreted broadly so as to confer broad authority on the municipality to govern its affairs as it considers appropriate.

AND WHEREAS the Act to Revise the Building Code Act, R.S.O. 1992, Chapter C.23, Sections 3 (2) and 15, and amendments thereto, provides the authority for every Township to appoint such inspectors as are necessary for the enforcement of the Act, specifically the inspection of unsafe buildings.

AND WHEREAS the Act to Revise the Building Code Act, R.S.O. 1992, Chapter C.23, Sections 3 (3) (a to c) provides the authority for the Councils of two or more municipalities to enter into an agreement to provide joint enforcement, sharing of costs incurred and the appointment of inspectors for the Act.

AND WHEREAS Section 15.1 of the Police Services Act, R.S.O. 1990, Chapter P.15, and amendments thereto provides that Councils of a municipality may appoint persons to enforce the By-laws of the municipality.

AND WHEREAS Council deems it desirable to have additional human resources available to handle by-law enforcement/prosecution and property standards services because of other work commitments, sickness or vacation periods with the existing staff of the Township.

NOW THEREFORE the Council of The Corporation of the Township of Blandford-Blenheim enacts as follows:

1. That an Agreement dated February 1, 2001 between the City of Woodstock and the Township of Blandford-Blenheim concerning City staff providing specific administrative services to the Township shall continue and may be amended by Resolution of Council, if required.
2. That Section 4 to By-law Number 506-83, as amended, is further amended and the following section is hereby substituted:

By-law Number **1534-2007** Cont'd.:

- 2.1. "Section 4.1". That Michael Mannapso is hereby appointed Inspector, pursuant to Section 3 (2) of the Building Code Act, R.S.O. 1992, Chapter C.23, and amendments thereto, to enforce provisions of the Act, specifically property standards; Assistant By-law Enforcement Officer, Officer Identification Number 011 and Municipal Prosecutor pursuant to Section 8 of the Municipal Act, S.O. 2001, Chapter 25, and amendments thereto.
3. That Section(s) 2 and 3 of By-law Number 1335-2001 enacted the 7th day of February, 2001, are hereby deleted.
4. The terms of this By-law shall take effect on enactment.

By-law **READ** a **FIRST** and **SECOND** time this 4th day of July, 2007.

By-law **READ** a **THIRD** time and **ENACTED** in Open Council this 4th day of July, 2007.

(SEAL)


Kenn R. Howling, Mayor


Keith Reibling, Clerk-Administrator

Document General

Form 4 — Land Registration Reform Act

D

FOR OFFICE USE ONLY

Number **499159**
CERTIFICATE OF REGISTRATION
REGISTERED

2007-07-19

at **16:23** *mz*
Land Registry Office No. 41 *mz* Land Registrar

New Property Identifiers

Additional:
See
Schedule ☐

Executions

Additional:
See
Schedule ☐

(1) Registry ☒

Land Titles ☐

(2) Page 1 of 3 pages

(3) Property Identifier(s)

Part(s) of 00295 0014 (R); 00295-0015 (R);
00296 0041 (R) and 00296-0042 (R)

Additional:
See
Schedule ☐

(4) Nature of Document

By-law Number 1535-2007

(5) Consideration

---nil---

Dollars \$

(6) Description

In the Township of Blandford-Blenheim, former
Township of Blenheim, in the County of Oxford,
being composed of Part of Lot 2, Concessions 10 and 11,
more particularly described as PARTS 1, 2, 3, 4, 5, 6 and 7
on Reference Plan 41R-8043.

(7) This
Document
Contains:

(a) Redescription
New Easement
Plan/Sketch ☐

(b) Schedule for:

Description ☐

Additional
Parties ☐

Other ☐

(8) This Document provides as follows:

See Township of Blandford-Blenheim By-law Number 1535-2007 attached.

Continued on Schedule ☐

(9) This Document relates to Instrument number(s)

(10) Party(ies) (Set out Status or Interest)

Name(s)

Signature(s)

Date of Signature
Y M D

THE CORPORATION OF THE TOWNSHIP
OF BLANDFORD-BLENHEIM (the "Township")
by its Clerk-Administrator Keith Reibling

Keith Reibling

2007-07-19

(11) Address for Service 47 Wilmot Street South, Drumbo, Ontario. N0J 1G0

(12) Party(ies) (Set out Status or Interest)

Name(s)

Signature(s)

Date of Signature
Y M D

(13) Address for Service

(14) Municipal Address of Property not applicable

(15) Document Prepared by:
Keith Reibling,
Clerk-Administrator,
Township of Blandford-
Blenheim,
47 Wilmot Street South,
Drumbo, Ontario. N0J 1G0

FOR OFFICE USE ONLY

Fees and Tax

Registration Fee

60

Total

60

THE CORPORATION OF THE
TOWNSHIP OF BLANDFORD-BLENHEIM

BY-LAW NUMBER 1535-2007

Being a By-law to provide for the acquisition of lands to be used as part of the Township Road 11 highway allowance between Concessions 10 and 11, at Lot 2 (former Blenheim).

WHEREAS Section 8 of the Municipal Act, S.O. 2001, Chapter 25, and amendments thereto, provides that the power to a municipality shall be interpreted broadly so as to confer broad authority on the municipality to govern its affairs as it considers appropriate.

AND WHEREAS Section 31 (6) to the Municipal Act, S.O. 2001, Chapter 25, and amendments thereto, states that if a municipality acquires land for the purpose of widening a highway, the land acquired forms part of the highway to the extent of the designated widening.

AND WHEREAS the Township of Blandford-Blenheim requires the said lands to widen Township Road 11 to accommodate the replacement of a bridge structure, known as Bridge Structure #21 over the Nith River and complete associated road improvement work leading to the new bridge structure.

AND WHEREAS the owners of the lands located on either side of the bridge structure on Township Road 11, in Lot 2, being H. Willie Baerwinkel; Carl Timothy Baker & Tenley Kathleen Baker; and Elizabeth Kubassek, have agreed to sell their property at a price of \$5,000.00 per acre for the lands zoned Limited Agricultural (A1). These offers to sell lands to the Township for road widening purposes were accepted by Resolution (#18) of Council at their April 4, 2007 regular meeting.

NOW THEREFORE, the Council of the Corporation of the Township of Blandford-Blenheim enacts as follows:

1. That Council agrees to acquire a parcel of land to be used as part of the travelled road allowance (Township Road 11) located between Concessions 10 and 11, at Lot 2, (former Blenheim) more particularly described as follows:

PARTS 1 and 2 on a Reference Plan deposited in the Registry Division of Oxford (No. 41) as 41R-8043.

- 1.1 All that part of the said travelled road allowance described in Section 1 herein shall be purchased by the Township of Blandford-Blenheim from H. Willie BAERWINKEL for the sum of One Thousand, Three Hundred (\$1,300.00) DOLLARS.

2. That Council agrees to acquire a parcel of land to be used as part of a travelled road allowance (Township Road 11) located between Concessions 10 and 11, at Lot 2, (former Blenheim) more particularly described as follows:

PARTS 3 and 4 on a Reference Plan deposited in the Registry Division of Oxford (No. 41) as 41R-8043.

- 2.1 All that part of the said travelled road allowance described in Section 1 herein shall be purchased by the Township of Blandford-Blenheim from Elizabeth KUBASSEK for the sum of Four Hundred (\$400.00) DOLLARS.

3. That Council agrees to acquire a parcel of land to be used as part of a travelled road allowance (Township Road 11) located between Concessions 10 and 11, at Lot 2, (former Blenheim) more particularly described as follows:

PARTS 5, 6 and 7 on a Reference Plan deposited in the Registry Division of Oxford (No. 41) as 41R-8043.

By-law Number **1535-2007** Cont'd.:

- 3.1 All that part of the said travelled road allowance described in Section 1 herein shall be purchased by the Township of Blandford-Blenheim from Carl Timothy BAKER and Tenley Kathleen BAKER for the sum of Nine Hundred (\$900.00) DOLLARS.
4. That the parcels of land described in Sections 1, 2 and 3 herein, being the widening of Township Road 11, are assumed as a municipal public highway for the use and benefit of the public.
5. That the parcels of land described in Sections 1, 2 and 3 herein, shall be named "Township Road 11".
6. That all survey costs and legal costs for preparing the transfer deed associated with the transaction shall be borne by the Township of Blandford-Blenheim.

By-law **READ** a **FIRST** and **SECOND** time this 18th day of July, 2007.

By-law **READ** a **THIRD** time and **ENACTED** in Open Council this 18th day of July, 2007.

(SEAL)


Kenn R. Howling, Mayor


Keith Reibling, Clerk/Administrator

THE CORPORATION OF THE
TOWNSHIP OF BLANDFORD-BLENHEIM

BY-LAW NUMBER 1536-2007

Being a By-law to authorize entering into an Agreement between Her Majesty the Queen in Right of Ontario as represented by the Minister of Agriculture, Food and Rural Affairs and the Township of Blandford-Blenheim for funding under the Asset Management Program (AMP).

WHEREAS Section 8 of the Municipal Act, S.O. 2001, Chapter 25, and amendments thereto, provides that the power to a municipality shall be interpreted broadly so as to confer broad authority on the municipality to enable the municipality to govern its affairs as it considers appropriate.

AND WHEREAS application for funding under the Canada-Ontario Municipal Rural Infrastructure Fund (COMRIF) Asset Management Program (AMP) has been approved.

AND WHEREAS the COMRIF Joint Secretariat for the AMP Project requires that a municipal by-law be prepared designating the signing officers and authorizing the execution of the Funding Agreement.

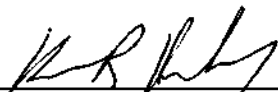
NOW THEREFORE the Council of The Corporation of the Township of Blandford-Blenheim enacts as follows:

1. That a Funding Agreement be entered into with Her Majesty the Queen in Right of Ontario as represented by the Minister of Agriculture, Food and Rural Affairs for the purpose of undertaking an Asset Management Program (AMP) Project.
2. That the Mayor and Clerk-Administrator be and are hereby authorized to execute the Agreement on behalf of the Corporation and affix thereto the Corporate Seal.

By-law **READ** a **FIRST** and **SECOND** time this 18th day of July, 2007.

By-law **READ** a **THIRD** time and **ENACTED** in Open Council this 18th
day of July, 2007.

(SEAL)



Kenn R. Howling, Mayor



Keith Reibling, Clerk-Administrator

**CANADA – ONTARIO MUNICIPAL RURAL INFRASTRUCTURE FUND ("COMRIF")
PROGRAM**

FUNDING AGREEMENT FOR ASSET MANAGEMENT PROGRAM (AMP) PROJECT

Ministry of Agriculture, Food and Rural Affairs
File Number: 17881

THIS AGREEMENT made in triplicate as of the 20th day of September, 2007.

B E T W E E N:

HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO
as represented by the Minister of Agriculture, Food and Rural Affairs

(referred to herein as the "Ministry")

A N D: **THE CORPORATION OF THE TOWNSHIP OF BLANDFORD-
BLENHEIM**

(referred to herein as the "Recipient")

WHEREAS the Government of Ontario is investing in Ontario's infrastructure;

AND WHEREAS the purpose of COMRIF is to improve and renew public infrastructure in Ontario's small urban and rural communities with populations of less than 250,000;

AND WHEREAS the priority for COMRIF is improving water, sewage treatment, waste management and local roads and bridges;

AND WHEREAS the objectives for COMRIF include ensuring that sustainable infrastructure investments enhance and renew Ontario's aging public infrastructure, improve the quality of the environment; protect the health and safety of citizens; support long-term economic growth; and build strong, sustainable communities by giving municipalities the tools they need.

AND WHEREAS Recipients under the COMRIF AMP may choose to access funding in order to undertake works related to addressing one or more of the following five stages of asset management: diagnostic, inspection, valuation, sustainability/planning and financial model.

AND WHEREAS this Agreement defines the terms and conditions of a financial contribution to assist with the Project under COMRIF which is being administered by the Ministry;

NOW THEREFORE in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the parties covenant and agree as follows:

This Agreement, including:

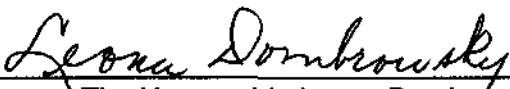
- Schedule "A" - General Terms and Conditions
- Schedule "B" - AMP Project Overview
- Schedule "C" - Eligible Costs
- Schedule "D" - Federal Requirements
- Schedule "E" - Additional Provisions
- Schedule "F" - Final Claim Report

constitute the entire agreement between the parties with respect to the subject matter contained in this Agreement and supersedes all prior oral or written representations and agreements.

IN WITNESS WHEREOF, the Ministry and the Recipient have respectively executed and delivered this Agreement on the date set out above.

HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO

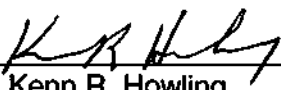
as represented by the Minister of Agriculture, Food and Rural Affairs
by:


Name: The Honourable Leona Dombrowsky
Title: Minister of Agriculture, Food and Rural Affairs

09/20/07
Date

**RECIPIENT'S NAME: THE CORPORATION OF THE TOWNSHIP OF BLANDFORD-
BLENHEIM**

by:


Name: Kenn R. Howling
Title: Mayor

July 18, 2007.
Date

Affix
Corporate
Seal


Name: Keith Reibling
Title: Clerk/Administrator

July 18, 2007.
Date

I/we have authority to bind the Recipient

SCHEDULE "A"
GENERAL TERMS AND CONDITIONS

SECTION 1
DEFINITIONS AND INTERPRETATION

1.1 Definitions. When used in this Agreement (including the cover and execution pages and all of the schedules), the following terms shall have the meanings ascribed to them below unless the subject matter or context is inconsistent therewith:

"Act" means the *Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, Chapter F.31, as amended.

"Adjust the Financial Assistance" means adjust the amount of the Financial Assistance on the Project or the amount of financial assistance for any other project(s) of the Recipient under the COMRIF Program, or any other provincial program(s) or initiative(s) (either current or future), and/or require repayment for some or all of the Financial Assistance of the Project in an amount to be determined by the Ministry and within the period specified by the Ministry.

"Agreement" means this agreement, including the cover and execution pages and all of the schedules hereto, and all amendments made hereto in accordance with the provisions hereof.

"Allowable Financial Assistance" has the meaning given to it in Section 8.1 of this Agreement.

"Asset Management Program (AMP)" means the Municipal Capacity Building component of the COMRIF Agreement as amended on November 15, 2006.

"Budget" means the Project budget set out in Schedule "B" hereto.

"Business Day" means any day on which Government of Ontario offices generally are open for business in the Province of Ontario.

"Communication Requirements" means the communication conditions as set out in Section 12, or as directed by the Ministry from time to time.

"COMRIF Program" has the meaning given to it on the first page of this Agreement.

"Consultant" means any consultant, engineer, contractor, project manager, architect or other service provider, as the case may be, retained by the Recipient to undertake any part of the work related to the Project.

"Contract" means a contract between a Recipient and a third party at arm's length whereby the latter agrees to provide a product or service to the Project in return for financial consideration that may be claimed as an Eligible Cost.

"Crown Agency" means a crown agency as defined in the *Crown Agency Act* (Ontario).

"Eligible Cost" has the meaning given to it in Section 3 of this Agreement and Schedule "C" hereto.

"End of Financial Assistance Date" means March 31, 2010.

"Event of Default" has the meaning given to it in Section 14 of this Agreement.

"Expiration Date" means March 31, 2010.

"Expression of Interest" means documents provided by Recipient to access funding.

"Federal Government" means Her Majesty the Queen in Right of Canada.

"Federal Licensed Marks" has the meaning given to it in Section 6 of Schedule "D" hereto to this Agreement.

"Federal Maximum Financial Assistance" has the meaning set out in Schedule "B" hereto.

"Final Claim Report" has the meaning given to it in Section 6.1 of this Agreement.

"Final Claim Report Date" means September 30, 2009.

"Financial Assistance" means the funds contributed by the Senior Government to be advanced by the Ministry to the Recipient pursuant to this Agreement.

"Fiscal Year" means the period beginning on April 1 of a year and ending on March 31 of the following year.

"Generally Accepted Accounting Principles" means Canadian Generally Accepted Accounting Principles as adopted by the Canadian Institute of Chartered Accountants, applicable as at the date on which such calculation is made or required to be made in accordance with Generally Accepted Accounting Principles.

"Government of Ontario" means Her Majesty the Queen in Right of Ontario.

"Infrastructure" means publicly or privately owned fixed capital assets in Ontario for public use or benefit.

"Local Government" means a "municipality" as defined in the *Municipal Act, 2001* (Ontario) and includes a local board of a municipality and a board, commission or other local authority exercising any power with respect to municipal affairs or purposes in an unorganized township, but excludes municipalities having a population in excess of 250,000.

"Maximum Financial Assistance" has the meaning set out in Section 4.4 and Schedule "B" hereto.

"Ministry" has the meaning given to it on the first page of this Agreement.

"Ontario Maximum Financial Assistance" has the meaning set out in Schedule "B" hereto.

"Project" means the Asset Management Program project described in Schedule "B" hereto.

"Recipient" has the meaning given to it on the first page of this Agreement.

"Senior Government" means the Ministry and the Federal Government collectively.

"Substantially Performed" means all costs for the project have been incurred.

"Total Eligible Costs" has the meaning set out in Schedule "B" hereto.

1.2 Herein, etc. The words "herein", "hereof" and "hereunder" and other words of similar import refer to this Agreement as a whole and not to any particular schedule, article, section, paragraph or other subdivision of this Agreement.

1.3 Currency. Any reference to currency is to Canadian currency and any amount advanced, paid or calculated is to be advanced, paid or calculated in Canadian currency.

1.4 Statutes. Any reference to a statute is to such statute and to the regulations made pursuant to such statute as such statute and regulations may at any time be amended or modified and in effect and to any statute or regulations that may be passed that have the effect of supplementing or superseding such statute or regulations.

1.5 Gender, singular, etc. Words importing the masculine gender include the feminine or neuter gender and words in the singular include the plural, and vice versa.

1.6 Ministry Approvals. Any reference to, or requirement for, the approval of the Ministry in this Agreement or in any schedule hereto shall be deemed to require the prior and express written approval of the Ministry.

SECTION 2 TERM OF AGREEMENT

2.1 Term. Subject to any extension or termination of this Agreement or the survival of any of the provisions of this Agreement pursuant to the provisions contained herein, this Agreement shall be in effect from the date set out on the first page of this Agreement, up to and including the Expiration Date.

2.2 End of Financial Assistance Date. Notwithstanding anything in this Agreement and regardless of the Project's state of completion, the Ministry shall not be obligated to provide Financial Assistance under this Agreement after the End of Financial Assistance Date.

SECTION 3 ELIGIBLE COSTS

3.1 Eligible Costs. In order for a cost to be eligible for Financial Assistance pursuant to this Agreement (an "Eligible Cost"), the cost must be in accordance with Schedule "C", Part

C.1, except where otherwise expressly approved in writing by the Ministry. For greater certainty, where Schedule "B" identifies a portion of the works that are specifically excluded from the description of the Project under this Agreement, the costs associated with that portion of the works are not eligible.

- 3.2 Discretion of Ministry.** Subject to Section 3.1, the eligibility of any items not listed in Schedule "C" to this Agreement will be determined in accordance with Ministry policies and guidelines. The final eligibility of items claimed is at the sole discretion of the Ministry. The Recipient should consult with Ministry staff when in doubt over specific items prior to incurring costs.
- 3.3 Retention of Receipts.** The Recipient shall retain all evidence (such as invoices, receipts, etc.) of payment related to Eligible Costs and such supporting documentation must be available to the Ministry when requested and maintained by the Recipient for audit purposes for a period of six years after the costs have been reimbursed by the COMRIF Joint Secretariat.
- 3.4 Ineligible Costs.** Notwithstanding anything else contained herein, the costs that are not eligible for Financial Assistance pursuant to this Agreement are set out in Schedule "C", Part C.2 (Ineligible Costs).
- 3.5 Deemed ineligible.** The Recipient acknowledges that the Ministry's fiscal year ends on March 31 in each year, and that should an Eligible Cost not be submitted by the Recipient for payment of Financial Assistance on or before March 31 of the year following the fiscal year in which it was incurred, such Eligible Cost shall be deemed ineligible for Financial Assistance.
- 3.6 Clarification.** For clarity, the Recipient hereby expressly acknowledges that the inclusion of an item in the Budget does not necessarily mean that such item is an Eligible Cost. Where there is a conflict between the Budget and this Article, the provisions of this Article shall prevail.

SECTION 4 FINANCIAL ASSISTANCE

- 4.1 Use of Financial Assistance.** The Financial Assistance is intended for and shall be used only for Eligible Costs.
- 4.2 Basis of payout of Financial Assistance.** The Financial Assistance will be provided by the Ministry to the Recipient on the basis set out in Schedule "B".
- 4.3 Funds advanced.** If Financial Assistance is provided to the Recipient by the Ministry prior to the Ministry receiving evidence that the associated Eligible Costs have already been paid by the Recipient, then such Financial Assistance, including all interest earned thereon, shall be deemed to remain the property of the Ministry and must be held by the Recipient in trust for the Ministry in an interest bearing account pending payment of Eligible Costs. Without limitation, any payment of Financial Assistance that is made to the Recipient without the requirement of the Recipient first providing the Ministry with a

Final Claim Report, in the format set out in Schedule "F", must meet the requirements of this Section.

- 4.4 Maximum Financial Assistance.** The total amount of Financial Assistance provided to the Recipient shall in any event be no greater than the Maximum Financial Assistance as noted in Schedule "B" hereto.
- 4.5 Excess funds.** Where actual costs are lower or appear likely to be lower than the total eligible expenditures identified in the Budget, or where additional funding is secured from other government sources such that the funds available to the Recipient for the Project (other than the Financial Assistance) exceed the Maximum Financial Assistance, the Recipient shall immediately notify the Ministry. The Ministry may, in its sole discretion, Adjust the Financial Assistance on the Project.
- 4.6 Interdependent Projects.** Where implementation of the Project is dependent on completion of a project by others and the interdependent project is not completed by others in whole or in part, the Ministry may, in its sole discretion, Adjust the Financial Assistance for the Project.
- 4.7 Recipient not carrying out Project.** The Recipient shall immediately notify the Ministry if it does not intend to carry out the Project in whole or in part as specified in Schedule "B" in which case the Ministry may, in its sole discretion, Adjust the Financial Assistance for the Project.
- 4.8 New Information.** In the event of new information, errors, omissions or other circumstances affecting the determination of the amount of Financial Assistance under this Agreement, the Ministry may, in its sole discretion, Adjust the Financial Assistance for the Project.
- 4.9 Alternatives to Project.** If the Recipient becomes aware of any alternatives to the Project that are more cost effective (for example, an area/joint servicing scheme), the Recipient shall immediately notify the Ministry, in which case the Ministry may, in its sole discretion, Adjust the Financial Assistance. Likewise, if the Ministry becomes aware of any alternatives to the Project that are more cost effective, the Recipient will be notified and the Ministry may, in its sole discretion, Adjust the Financial Assistance.
- 4.10 GST.** The Financial Assistance is based on the net amount of goods and services tax to be paid by the Recipient pursuant to the *Excise Tax Act* (Canada), net of any applicable rebates.
- 4.11 Withholding payment.** The Ministry may, in its sole discretion, withhold payment of Financial Assistance where the Recipient is in default in obtaining any necessary permits, approvals or licenses applicable to the Project or is in default of compliance with any provisions of this Agreement or any applicable legislation.
- 4.12 Insufficient funds provided by the Legislature.** If, in the opinion of the Ministry, the Legislative Assembly of Ontario does not provide sufficient funds to continue the Financial Assistance for any fiscal year during which this Agreement is in effect, the

Ministry may terminate this Agreement in accordance with the terms specified in Section 14.5 of Schedule "A" of this Agreement.

SECTION 5 PROJECT AWARD, MANAGEMENT AND COMPLETION

- 5.1 Recipient fully responsible.** The Recipient shall be fully responsible for the undertaking, implementation and completion of the Project and shall retain any and all Consultants reasonably required to undertake a project of the size, scope and complexity of the Project. Where implementation of the Project is dependent on completion of a project by others, the Recipient shall be fully responsible for obtaining any assurances that it may require from others in relation to the implementation of the Project by the Recipient.
- 5.2 Ministry not responsible for implementation.** The Ministry shall not be responsible in any way whatsoever for the undertaking, implementation and completion of the Project or any interdependent project of others.
- 5.3 Ministry not responsible for costs, etc.** The Ministry shall not be responsible for any claims, proceedings or judgments arising from any tender and bidding process that may be required.
- 5.4 Behaviour of Recipient.** The Recipient shall carry out the Project in an economical and businesslike manner, in accordance with this Agreement and in particular, but without limitation, in accordance with the Budget and the Project Schedule subject to any reasonable changes that the Ministry may agree to or require from time to time in writing.
- 5.5 Competitive process.** The Recipient shall acquire and manage all equipment, services and supplies required for the Project through a transparent, competitive process that ensures the best value for funds expended. For equipment, services and supplies, the estimated cost of which exceeds \$25,000.00, the Recipient shall obtain at least three written quotes unless the Ministry gives prior written approval and:
- a) the expertise the Recipient is purchasing is specialized and is not readily available; or
 - b) the Recipient has recently researched the market for a similar purchase and knows prevailing market costs for the equipment, services or supplies purchased.
- 5.6 Trade Agreements.** If the Recipient is subject to any provincial or federal trade agreements to which the Government of Ontario is a party, the Recipient shall comply with the applicable requirements of such trade agreements. In particular, and without limitation, if the Recipient is subject to Annex 502.4 of the Agreement on Internal Trade, the Recipient shall comply with all of the applicable requirements of that Annex. In the event of any conflict between the requirements of Sections 5.5 of this Agreement and the requirements of this Section 5.6, the requirements referenced in this Section 5.6 shall apply.

- 5.7 Final Claim Report.** The Recipient shall submit its Final Claim Report, in the format set out in Schedule "F", with the required documentation for approval, cost reviews, audits and settlement by the Final Claim Report Date of September 30, 2009 or such later date as is specified in writing by the Ministry. Upon completion of the cost reviews, audits and settlement, the Ministry shall not be obligated to consider any further claims in relation to the Project. The Recipient shall also submit, upon request by the Ministry, the required documentation for approval, cost reviews and audits on an interim basis.
- 5.8 Commencement of Project.** The Recipient shall begin the Project within six (6) months after the date of this Agreement, failing which this Agreement may be terminated pursuant to Section 14.
- 5.9 Contracts.** The Recipient shall ensure that all Contracts:
- a) are consistent, and do not conflict, with this Agreement;
 - b) incorporate the relevant provisions of this Agreement to the extent possible;
 - c) conform to all policies and procedures issued by the Senior Government for the COMRIF Program;
 - d) are awarded and managed:
 - (i) in a way that is transparent, competitive and consistent with value for money principles; and
 - (ii) in accordance with all applicable policies and procedures issued by the Government of Ontario;
 - e) require that the parties thereto comply with all applicable legislation; and
 - f) authorize the Ministry and the Federal Government to gather data, perform audits and monitor the Project as they see fit.

SECTION 6 REPORTING REQUIREMENTS

- 6.1 Final Claim Report.** Within three months of the Project becoming Substantially Performed and no later than the Final Claim Report Date or such later date as is specified in writing by the Ministry, the Recipient shall submit a final report (the "Final Claim Report") for the Project to the Ministry in a form set out in Schedule "F" and the Recipient shall follow such administrative procedures as are specified from time to time by the Ministry. The Final Claim Report shall include:
- a) a certificate by an authorized official such as the chief financial officer of the Recipient certifying that the asset management works approved for funding have been undertaken;

- b) an invoice summary, in the form prescribed by the Ministry;
- c) a final cost summary in the form prescribed by the Ministry;
- d) when requested, all original invoices and receipts for the Project;
- e) details of any variance from the Project, the Budget and/or the Project Schedule;
and
- f) any other information respecting the Project that may be requested by the Ministry,
including, but not limited to, audited financial statements.

Upon receipt of the Final Claim Report, the Ministry shall not be obligated to consider any further claims in relation to the Project.

SECTION 7 RECORDS AND AUDIT

- 7.1 *Separate records.*** The Recipient shall maintain separate records and documentation for the Project and keep all records and documentation for six (6) years after the final settlement of accounts referred to in Section 6.1 of Schedule "A" of this Agreement. Upon request, the Recipient shall submit all records and documentation relating to the Project including, but not limited to, work authorizations, invoices, time sheets, payroll records, estimates and actual cost of the activities carried out pursuant to this Agreement, together with tenders and proposals, final measurements, payment certificates, change orders, correspondence, memoranda, contracts and amendments thereto which shall be maintained in accordance with Generally Accepted Accounting Principles.
- 7.2 *Provide records to Ministry.*** The Recipient shall provide to the Ministry, upon request and at the Recipient's expense (including but not limited to photocopying, electronic media, transportation and postage, associated staff time, information retrieval and other office expenses), all records and documentation (including invoice summaries and certified statement of final costs) of the Recipient and its auditors, contractors, project managers and Consultants relating to the Project or any other project(s) of the Recipient under the COMRIF Program, or any other provincial program(s), for the purposes of cost reviews, audits and settlement, as may be required by the Ministry, of the Project or any other project(s) of the Recipient under the COMRIF Program, or any other provincial program(s). Such material shall be provided to the Ministry and other ministries of the Government of Ontario as may be requested from time to time, all in a form and manner satisfactory to the Ministry and other ministries of the Government of Ontario, as applicable.
- 7.3 *External auditor.*** The Ministry may require the assistance of an external auditor to carry out an audit of the material referred to in Sections 7.1 and 7.2 of Schedule "A" of this Agreement. If so, the Recipient shall, upon request, retain an external auditor acceptable to the Ministry at the Recipient's sole expense. The Recipient shall ensure that any auditor who conducts an audit pursuant to this section of the Agreement or

otherwise, provides a copy of the audit report to the Ministry for its consideration at the same time that the audit report is given to the Recipient.

- 7.4 Information.** The Recipient shall supply to the Ministry, upon request, such information in respect of the Project and its results including without limitation all contracts and agreements related to the Project and all plans and specifications related to the Project, as the Ministry may require. The Ministry and the Federal Government, their respective agents and employees, including the Ontario Provincial Auditor's Office, shall be allowed access to the Recipient's premises and staff and to the Project site at all reasonable times to (i) inspect the progress and monitor the Project; (ii) perform cost reviews and audits on the Project; and (iii) confirm the results of the Project in terms of resolving the infrastructure problems that cause an immediate and serious problem for human health or the environment.
- 7.5 Information condition precedent for payment.** If, in the opinion of the Ministry, any of the information requirements of this Article are not met, the Ministry may, in its sole discretion, require the information as a condition precedent to any payment in relation to the Project or any other project(s) of the Recipient under the COMRIF Program, or any other provincial program(s) (either current or future). In addition, the Ministry may, in its sole discretion, Adjust the Financial Assistance for the Project.

SECTION 8 OVERPAYMENT

- 8.1 Allowable Financial Assistance.** Funds advanced to the Recipient prior to settlement in accordance with Section 6.1 of Schedule "A" of this Agreement shall not be construed as a final determination of the amount of Financial Assistance applicable to the Project. Upon conducting a final cost review or audit of the Project, the Ministry will determine the final amount of Financial Assistance on the Project (the "Allowable Financial Assistance"). The Recipient agrees to repay to the Ministry, upon receipt of a written demand and within the period specified by the Ministry, that portion of the total of the funds advanced that exceeds the Allowable Financial Assistance applicable to the Project, as determined by the Ministry, as well as any funds used for a purpose other than that stated in the terms of this Agreement, as determined by the Ministry.
- 8.2 Deduction of overpayment.** The Ministry may deduct any overpayment of Financial Assistance pursuant to Section 8.1 made on the Project from Financial Assistance payable on any other project(s) of the Recipient under the COMRIF Program or any other provincial program(s) (either current or future). Any overpayment made on any other project(s) of the Recipient under the COMRIF Program or any other provincial program(s) (either current or future) may in turn be deducted from Financial Assistance payable on the Project.
- 8.3 Interest on overpayment.** The Ministry reserves the right to demand interest on any overpayment of Financial Assistance owing by the Recipient under the terms of this Agreement at the then current interest rate charged by the Government of Ontario on accounts receivable. The Recipient shall pay the amount of interest owing upon receipt of a written demand and within the period specified by the Ministry.

SECTION 9 INSURANCE AND BONDING

9.1 Insurance. The Recipient shall put in effect and maintain in full force and effect or cause to be put into effect and maintained for the period during which this Agreement is in effect, with insurers acceptable to the Ministry:

- a) Comprehensive general liability insurance to an inclusive limit of not less than five million (\$5,000,000.00) dollars per occurrence for property, damage, bodily injury and personal injury including, at least, the following policy endorsements:
 - (i) Her Majesty the Queen in right of Ontario as an additional insured for the purposes of the Project only;
 - (ii) Cross liability;
 - (iii) Contractual liability;
 - (iv) Independent contractors;
 - (v) Products and completed operations;
 - (vi) Employer's liability and voluntary compensation;
 - (vii) 30 day written notice of cancellation;
 - (viii) Tenants legal liability (if applicable); and
 - (ix) Non-owned automobile coverage with blanket contractual and physical damage coverage for hired automobiles; and
- b) All the necessary insurance that would be considered appropriate for a prudent Recipient of this type undertaking a project similar to the Project, including, where appropriate and without limitation, property, construction and errors and omissions insurance.

9.2 Certificates of Insurance. Prior to any scheduled payment of Financial Assistance pursuant to this Agreement and throughout the term of this Agreement, the Recipient shall provide the Ministry with a valid certificate of insurance that references the Project, confirms the above requirements and identifies major exclusions in the policy.

SECTION 10 INDEMNITY

10.1 Ministry not liable. In no event shall the Ministry be liable for:

- a) any bodily injury, death or property damage to the Recipient, its employees, agents, or Consultants or for any claim, demand or action by any third party against the Recipient, its employees, agents, or Consultants, arising out of or in

any way related to this Agreement or the Project; nor

- b) any incidental, indirect, special or consequential damages, or any loss of use, revenue or profit to the Recipient, its employees, agents, or Consultants arising out of or in any way related to this Agreement or the Project.

10.2 Recipient to indemnify. The Recipient agrees to indemnify and hold harmless Her Majesty the Queen in right of Ontario, Her directors, officers, employees and agents from and against all suits, judgments, claims, demands, expenses, actions, causes of action and losses (including, without limitation, reasonable legal expenses and any claim for lien made pursuant to the *Construction Lien Act* (Ontario)) and for any and all liability for damages to property and injury to persons (including death) which Her Majesty the Queen in right of Ontario, Her directors, officers, employees and agents may incur, otherwise than by reason of their own negligence or wilful misconduct, as a result of or arising out of or in relation to: (a) the performance of this Agreement or any breach of the terms of this Agreement by the Recipient, its officers, servants, employees and agents, or by a third party, and any of its officers, employees, servants or agents; (b) the ongoing operation, maintenance and repair of the infrastructure resulting from the Project; or (c) any omission or other wilful or negligent act of the Recipient, a third party, their respective employees, officers, servants or agents.

10.3 Further Indemnity. The Recipient further agrees to indemnify and hold harmless Her Majesty the Queen in right of Ontario, Her directors, officers, employees and agents, for any incidental, indirect, special or consequential damages, or any loss of use, revenue or profit, which Her Majesty the Queen in right of Ontario, Her directors, officers, employees and agents may incur, otherwise than by reason of their own negligence or wilful misconduct, as a result of or arising out of or in relation to: (a) the performance of this Agreement or any breach of the terms of this Agreement by the Recipient, its officers, servants, employees and agents, or by a third party, and any of its officers, employees, servants or agents; (b) the ongoing operation, maintenance and repair of the infrastructure resulting from the Project; or (c) any omission or other wilful or negligent act of the Recipient, a third party, their respective employees, officers, servants or agents.

SECTION 11 CONFLICT OF INTEREST AND CONFIDENTIALITY

11.1 No conflict of interest. The Recipient and its Consultants and any of their respective advisors, partners, directors, officers, employees, agents and volunteers shall not engage in any activity or provide any services where such activity or the provision of such services creates a conflict of interest (actually or potentially in the sole opinion of the Ministry) with the provision of services under this Agreement. The Recipient acknowledges and agrees that it shall be a conflict of interest for it to use confidential information of Her Majesty the Queen in right of Ontario that is relevant to the Project or otherwise where the Ministry has not expressly authorized such use in writing. For greater certainty, and without limiting the generality of the foregoing, a conflict of interest includes a situation where anyone associated with the Recipient is able to benefit financially from the Project or where such a person owns or has an interest in

an organization that is carrying out work related to the Project.

- 11.2 *Disclose potential conflict of interest.*** The Recipient shall disclose to the Ministry without delay any actual or potential situation that may be reasonably interpreted as either a conflict of interest or a potential conflict of interest.
- 11.3 *Freedom of Information and Protection of Privacy Act.*** The Recipient acknowledges that the Ministry is bound by the provisions of the *Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. F.31, as amended.

SECTION 12 COMMUNICATION AND RECOGNITION

- 12.1 *Acknowledge the support of the COMRIF Program.*** The Recipients shall acknowledge the support of the program in all reports and materials and in all advertising and publicity relating to the Project, in a format approved by the program.
- 12.2 *COMRIF Program publicize information. The Recipients acknowledge that the COMRIF Program may publicize information regarding the Asset Management Program, including project descriptions, participants and approved funding amounts.***
- 12.3 *Recipients views do not necessarily represent those of the COMRIF Program.*** The Recipients shall ensure the acknowledgement in any report or materials indicates that the views expressed in the report or materials are the views of the Recipients and do not necessarily reflect those of the COMRIF Program.

SECTION 13 COVENANTS, REPRESENTATIONS AND WARRANTIES

- 13.1 *Covenants, representations and warranties.*** The Recipient covenants, represents and warrants to the Ministry that:
- a) it is conducting and shall conduct its business in compliance with all applicable federal, provincial and municipal laws, and all rules, regulations, by-laws, notices, orders and approvals;
 - b) it has authority and any necessary approval to enter into this Agreement and to carry out its terms;
 - c) it has or will apply for all permits, approvals, and licenses which are required in order to carry out the Project including, but not limited to, any approvals lawfully required under the *Planning Act* (Ontario), the *Building Code Act, 1992* (Ontario), the *Highway Traffic Act* (Ontario), the *Public Transportation and Highway Improvement Act* (Ontario), the *Bridges Act* (Ontario) and the Environmental Laws;
 - d) it validly exists as a legal entity with full power to perform and observe all of the terms and conditions of this Agreement;

- e) where applicable, it has passed by-laws required to undertake the Project;
- f) it is now and will continue to be compliant with all Environmental Laws
- g) provided that the Recipient is not a municipality or a Crown Agency,
 - A. it is not a non-resident of Canada within the meaning of the *Income Tax Act* (Canada);
 - B. is either a corporation, a partnership or a sole proprietorship validly in existence; and
 - C. is registered and qualified to do business wherever necessary to carry out the Project;
- h) it has the experience, financial health and ability to carry out this Project;
- i) if the Recipient is a Local Government or a Crown Agency, it has the requisite legislative authority to carry out the Project;
- j) other than the Financial Assistance being provided pursuant to this Agreement, the Recipient has not and will not use any funds received from Her Majesty the Queen in Right of Ontario or a Crown Agency towards any aspect of the Project.
- k) all information provided during the AMP Initiative Expression of Interest submission process remains true, correct and complete in every respect except as set out to the contrary herein. Without limitation, the AMP Project Overview (Schedule "B") are as set out herein.

13.2 Representations and warranties true condition precedent for payment. Upon request, the Recipient shall provide the Ministry with proof of the matters referred to in this Article. It is a condition precedent to any payment under this Agreement that the representations and warranties under this Section are true at the time of payment and that the Recipient is not in default of compliance with any terms of this Agreement. Where this is not the case, the Ministry may, in its sole discretion, Adjust the Financial Assistance for the Project.

SECTION 14 DEFAULT, ENFORCEMENT AND TERMINATION

14.1 Event of Default. Each and every one of the following events is an "Event of Default":

- a) if in the opinion of the Ministry, the Recipient fails to conform or comply with any term or covenant contained in this Agreement to be performed or complied with by the Recipient;
- b) if in the opinion of the Ministry any representation or warranty made by the

Recipient in this Agreement or any certificate delivered to the Ministry pursuant hereto shall be materially untrue in any respect;

- c) if an order shall be made or an effective resolution passed for the winding up, or liquidation or dissolution of the Recipient or the Recipient is otherwise dissolved or ceases to carry on its operation;
- d) if the Recipient uses any of the Financial Assistance for a purpose not authorized by this Agreement without the prior written consent of the Ministry;
- e) if the Recipient admits in writing its inability to pay its debts generally as they become due, voluntarily suspends transactions of its usual business, becomes insolvent, bankrupt, makes an assignment for the benefit of its creditors, or a receiver or manager, court appointed or otherwise, is appointed for its assets or if the Recipient takes the benefit of any statute from time to time in force relating to bankrupts or insolvent debtors;
- f) if in the opinion of the Ministry a material adverse change occurs such that the viability of the Recipient as a going concern is threatened in the opinion of the Ministry, acting reasonably;
- g) if in the opinion of the Ministry the Recipient ceases to operate;
- h) if the Recipient fails to begin the Project within six (6) months after the date of this Agreement, or, in the opinion of the Ministry, the Recipient has failed to proceed diligently with the Project or abandons the Project in whole or in part, or the Recipient is otherwise in default in carrying out any of the terms, conditions or obligations of this Agreement, except where such failure is due to causes which, in the opinion of the Ministry are beyond the control of the Recipient;
- i) if the Recipient has submitted false or misleading information to the Ministry; or
- j) the Recipient and/or any of its Consultants and/or any of their respective advisors, partners, directors, officers, employees, agents and volunteers has breached the requirements of Section 11 (Conflict of Interest and Confidentiality).

14.2 Waiver. The Ministry may, at any time, waive any Event of Default which may have occurred provided that no such waiver shall extend to, or be taken in any manner whatsoever to affect, any subsequent Event of Default or the right to remedies resulting there from, and that no such waiver shall be, or shall be deemed to constitute, a waiver of such Event of Default unless such waiver is in writing from the Ministry.

14.3 Remedies on default. Notwithstanding any other rights which the Ministry may have under this Agreement, if an Event of Default has occurred, the Ministry shall have the following remedies provided only that in the case of an Event of Default which, in the opinion of the Ministry in its sole discretion, is curable, the Ministry has first given written notice of the Event of Default to the Recipient and the Recipient has failed to correct the Event of Default within 30 days or such period of time as the Ministry may consent to in writing:

- a) the Ministry shall have no further obligation to provide any Financial Assistance for the Project;
- b) the Ministry may, at its option, terminate this Agreement and may, in its sole discretion, Adjust the Financial Assistance. The total amount of Financial Assistance shall be immediately due and payable by the Recipient and bear interest at the then-current interest rate charged by the Government of Ontario on accounts receivable; and
- c) the Ministry may avail itself of any of its legal remedies that it may deem appropriate.

14.4 Additional remedies. In addition to the remedies described in Section 14.3, the Ministry may commence such legal action or proceedings as it, in its sole discretion, may deem expedient, without any additional notice under this Agreement. The rights and remedies of the Ministry hereunder are cumulative and in addition to, and not in substitution for, all other rights or remedies otherwise available to the Ministry.

14.5 Termination without cause. Notwithstanding anything else contained herein, the Ministry reserves the right to terminate this Agreement without cause upon such conditions as the Ministry may require, with a minimum of seven (7) days written notice to the Recipient. If the Ministry terminates this Agreement prior to its expiration, the Ministry, subject to all of the Ministry's rights under this Agreement, including, without limitation, the Ministry's right to Adjust the Financial Assistance prior to its expiration, shall only be responsible for the payment of Financial Assistance on the portion of the Project completed

SECTION 15 NOTICE

15.1 Notice. Any demand, notice or communication to be made or given hereunder shall be in writing and may be made or given by personal delivery or mailed by first class registered mail, postage prepaid or by transmittal by facsimile, telecopy, email or other electronic means of communication addressed to the respective parties as follows at the addresses set out in Schedule "E" attached hereto or to such other person, address, facsimile number, telecopy number or email address as either party may from time to time notify the other in accordance with this Section. Any demand, notice or communication made or given by personal delivery shall be conclusively deemed to have been given on the day of actual delivery thereof. Any demand, notice or communication made or given by facsimile, email or other electronic means of communication, if made or given at a time when it would be received by the recipient during its normal business hours on a Business Day, shall be deemed to be received at the time it is sent; otherwise, such electronic communication shall be deemed to be received on the first Business Day following the transmittal thereof. Any demand, notice or communication mailed by registered mail shall be deemed to have been received on the third Business Day following the day on which it was mailed.

- 15.2 Representatives.** The individuals identified pursuant to Section 15.1 above will, in the first instance, act as the Ministry's or the Recipient's, as the case may be, representative for the purpose of implementing this Agreement.

SECTION 16 CONTRIBUTION ONLY

- 16.1 Contribution.** This Agreement is a contract for a contribution only and nothing in it or done pursuant to it, is to be construed as constituting the Recipients as the Ministry's agent, employee, partner or joint venturer; and the Project shall be the sole property of the Recipients or the Beneficiaries as the case may be. This provision in favour of the Ministry shall be included in agreements between the Grantees and Beneficiaries.
- 16.2 Intellectual Property Ownership.** All intellectual property in any material developed under this Agreement shall not belong to the Ministry.

SECTION 17 MISCELLANEOUS

- 17.1 Terms binding.** The Recipient shall take all reasonable measures to ensure that its officers, directors, partners, employees, agents and the Consultant shall be bound to observe all of the terms and conditions of this Agreement, including, but not limited to all covenants, representations and warranties set out herein. The Recipient shall include in all of its Contract(s) terms and conditions similar to and not less favourable to the Ministry than the terms and conditions of this Agreement to the extent that they are applicable to the work subcontracted, including but not limited to the requirements of Section 7.4 of Schedule "A" of this Agreement.
- 17.2 Time of the essence.** In the performance and observance of the terms and conditions of this Agreement, time is of the essence and no extension or variation of this Agreement shall operate as a waiver of this provision. The Ministry shall not be liable for any liquidated damages as a result of working days extensions.
- 17.3 Successors and assigns.** This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and permitted assigns.
- 17.4 Severability.** The validity or enforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provisions hereof and such invalid or unenforceable provisions shall be deemed to be severable.
- 17.5 No waiver.** The failure by the Ministry to insist in one or more instances on performance by the Recipient of any of the terms or conditions of this Agreement shall not be construed as a waiver of the Ministry's right to require further performance of any such terms or conditions, and the obligations of the Recipient with respect to such performance shall continue in full force and effect.

- 17.6 Division of Agreement.** The division of this Agreement into schedules, articles, sections, clauses, paragraphs and the insertion of headings are for the convenience of reference only and shall not affect the construction or interpretation of this Agreement.
- 17.7 Governing law.** This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable in Ontario.
- 17.8 Survival.** The following schedules, sections and provisions of this Agreement shall survive the expiration or early termination hereof: Section 4 (Financial Assistance), Section 6 (Reporting Requirements), Section 7 (Records and Audit), Section 8 (Overpayment), Section 10 (Indemnity), Section 11 (Conflict of Interest and Confidentiality), Section 12 (Communication and Recognition), Section 13 (Covenants, Representations and Warranties), Section 14 (Default, Enforcement and Termination) and Section 16.11 (Interest) of Schedule "A";
- 17.9 No assignment.** This Agreement shall not be assigned by the Recipient. The Ministry may assign this Agreement on written notice to the Recipient.
- 17.10 No Amendment.** This Agreement shall not be varied or amended except by a document in writing, dated and signed on behalf of the Ministry and the Recipient.
- 17.11 Interest.** The Ministry reserves the right to demand interest on any repayment of Financial Assistance owing by the Recipient under the terms of this Agreement at the then-current interest rate charged by the Government of Ontario on accounts receivable. The Recipient shall pay the amount of interest owing upon receipt of a written demand and within the period specified by the Ministry.
- 17.12 Ministry and Recipient independent.** Nothing in this Agreement shall be deemed to constitute the Recipient an employee, servant, agent, partner or in joint venture with the Ministry for any purpose whatsoever.
- 17.13 Recipient cannot represent the Senior Government.** The provision of Financial Assistance to the Recipient pursuant to this Agreement is for the sole purpose of, and is limited to, carrying out the Project. The Recipient warrants and agrees that under no circumstances shall it enter into any contract or commitment in the name of or on behalf of the Ministry and/or the Federal Government. The Recipient acknowledges and agrees that it is not by the terms of this Agreement or otherwise, granted any right or authority to assume or create any obligation or responsibility, express or implied, on behalf of or in the name of the Ministry and/or the Federal Government, to act as an agent of the Ministry and/or the Federal Government, or to bind the Ministry and/or the Federal Government in any manner whatsoever other than as specifically provided in this Agreement.
- 17.14 Consultants.** The Ministry acknowledges that, in connection with carrying out the Project, the Recipient may engage one or more Consultants. The Ministry acknowledges and agrees that the Recipient shall have the sole authority and responsibility for such employees, agents or Consultants, including their hiring and termination. The Recipient acknowledges and agrees that the Recipient shall be responsible for all acts and actions of the Recipient's employees, agents and

Consultants and that all such acts and actions shall be treated as actions of the Recipient for the purposes of this Agreement.

- 17.15 Cooperation.** The Ministry and the Recipient agree to cooperate with one another and will be frank, candid and timely when dealing with one another and will endeavour to facilitate the implementation of this Agreement.
- 17.16 Data.** The Recipient agrees that the Ministry may, in its sole discretion, gather and compile data required under this Agreement and disclose such data to the Federal Government.
- 17.17 Priority.** Where there is a conflict between one or more of the schedules of this Agreement, the following order of priority shall apply: Schedule "A", Schedule "C", Schedule "B" and all other schedules.

- END OF GENERAL TERMS AND CONDITIONS -

SCHEDULE "B"
AMP PROJECT OVERVIEW

AMP PROJECT DESCRIPTION

AMP FILE #17881

**THE CORPORATION OF THE TOWNSHIP OF
BLANDFORD-BLENHEIM**

WORK DESCRIPTION:

The Township of Blandford-Blenheim proposes to use its allocated Asset Management Program (AMP) funding primarily to target the diagnostic, inspection and valuation stages of the asset management continuum. The project commits to educating staff to increase their knowledge of asset management; completing a full inventory of the municipality's tangible capital assets through the use of a database and GPS software; implementing the necessary tools and Information Technology (IT) to create an electronic system to house asset inspection and valuation information; and purchasing fixed asset management software to assist with tracking, analyzing, depreciating and valuing municipal capital assets.

FINANCIAL ASSISTANCE / PROJECT BUDGET

Total Eligible Costs:	\$13,533.00
Federal Maximum Financial Assistance:	\$4,511.00
Ontario Maximum Financial Assistance:	\$4,511.00
Maximum Financial Assistance:	\$9,022.00

The Ministry will release all federal and provincial AMP funding once a Final Claim Report has been submitted to the COMRIF Joint Secretariat as set out in Section 6.1 of Schedule "A" of this Agreement. The Ministry is not obligated to pay interest on any costs incurred prior to the submission, review and reimbursement of all eligible AMP project costs.

PROJECT SCHEDULE/BUDGET**CASH FLOW BASED ON ESTIMATED COSTS**

TOTAL IN TABLE MUST EQUAL THE TOTAL AMP CONTRIBUTION FROM ALL THREE
LEVELS OF GOVERNMENT (SEE TOTAL ELIGIBLE COSTS ABOVE)

Fiscal Year (April 1 - March 31)	Proposed Cash Flow
2006/07 (Dec 6th onward)	\$0.00
2007/08	\$13,533.00
2008/09	\$0.00
Total Eligible Costs	\$13,533.00

SCHEDULE "C"
ELIGIBLE COSTS

C.1 ELIGIBLE COSTS

C.1.1 Eligible Costs are all direct costs that, in the opinion of the Ministry, are:

- a) Properly and reasonably incurred by the Recipient and no other person; and
- b) Paid under a Contract for goods or services necessary for the implementation of the Project.

C.1.2 Eligible Costs must be directly related to the asset management project. They must also be for expenditures that would not have otherwise been incurred by the Recipient and include, but are not limited to the following:

- a) Cost incurred on or after the AMP announcement date (December 6, 2006), but before the program deadline of March 31, 2009.
- b) Cost incurred for professionals, technical personnel, consultants and contractors specifically engaged to undertake asset management activities related to the five principal stages of asset management.
- c) Software, hardware and any other IT products required by the municipality to undertake the asset management work required.
- d) Staff training costs, including training registration fees, travel expenses (airline/train ticket, car rental including the cost of gasoline, mileage if staff members' own car is used, hotel stays and meals while attending a conference/seminar) and any materials that may be required to be purchased in advance of attending a training session such as books and/or training manuals specifically requested by the training seminar organizer.
- e) Staff costs for any staff members newly hired specifically to work on municipal asset management works on a full time basis. This could include summer students hired specifically for this purpose on a temporary basis, or part-time staff specifically dedicated to working on asset management activities.
- f) Any other asset management related costs as approved by the COMRIF Joint Secretariat.

C.2 INELIGIBLE COSTS

C.2.1. Notwithstanding any other provision in this Schedule, costs related to the following are not eligible:

- a) Costs incurred before the announcement of the AMP (December 6, 2006).

- b) Costs incurred after March 31, 2009.
- c) Services or works that, in the opinion of the COMRIF Joint Secretariat, are normally provided by the recipient or a related party.
- d) Salaries and other employment benefits of any employees of the recipient that are not spending 100% of their time working on asset management activities.
- e) Overhead costs (e.g., supervision) for eligible staff members hired to work on asset management works on a full-time basis.
- f) Any travel, gasoline, meal, hotel, material, education and other costs borne by the recipient that are not related to the work performed under the Asset Management Program.
- g) Taxes for which the recipient or a third party is eligible for a tax rebate and all other costs eligible for rebates (e.g., GST).
- h) Financing charges and interest costs.
- i) Costs of capital leasing of equipment by the recipient.
- j) Legal fees; and
- k) Routine repair and maintenance costs.

SCHEDULE "D" **FEDERAL REQUIREMENTS**

The Ministry and the Recipient agree to the following Federal Requirements:

1. The Recipient acknowledges and agrees that the amount of Financial Assistance being provided by the Ministry is dependent on the Ministry receiving funds for the Project from the Federal Government. Should the Ministry not receive the funds it expects to receive in relation to the Project from the Federal Government, the Ministry may, in its sole discretion, Adjust the Financial Assistance being provided to the Recipient pursuant to this Agreement (including, without limitation, requiring repayment of Financial Assistance already paid to the Recipient).
2. The Recipient represents and warrants to the Federal Government that other than the Financial Assistance being provided pursuant to this Agreement, the Recipient will notify of any other funding received from the Federal Government, including FEDNOR funding, towards any aspect of the Project.
3. The Recipient agrees to indemnify and hold harmless the Federal Government, its directors, officers, servants, employees and agents from and against all suits, judgments, claims, demands, expenses, actions, causes of action and losses (including, without limitation, reasonable legal expenses and any claim for lien made pursuant to the *Construction Lien Act* (Ontario) and for any and all liability for damages to property and injury to persons (including death) which the Federal Government, its directors, officers, servants, employees and agents may incur, otherwise than by reason of their own negligence or wilful misconduct, as a result of or arising out of or in relation to: (a) the performance of this Agreement or any breach of the terms of this Agreement by the Recipient, its officers, servants, employees and agents, or by a third party, and any of its officers, employees, servants or agents; (b) the ongoing operation, maintenance and repair of the infrastructure resulting from the Project; or (c) any omission or other wilful or negligent act of the Recipient, a third party, their respective employees, officers, servants or agents.
4. The Recipient further agrees to indemnify and hold the Federal Government, its directors, officers, employees and agents, for any incidental, indirect, special or consequential damages, or any loss of use, revenue or profit, which the Federal Government, its directors, officers, employees and agents may incur, otherwise than by reason of their own negligence or wilful misconduct, as a result of or arising out of or in relation to any breach by the Recipient of the terms of this Agreement, or the Recipient's own negligence or wilful misconduct.
5. The Recipient acknowledges that the provisions of the *Access to Information Act* (Canada) and the *Privacy Act* (Canada) and regulations thereunder bind Her Majesty the Queen in Right of Canada.
6. The Recipient acknowledges that the Federal Government is or will be the owner of certain distinguishing marks comprised of designs, trademarks and official marks in relation to

COMRIF (the "Federal Licensed Marks") and the Recipient is subject to the requirements of Section 12 (Communication and Recognition) of Schedule "A" of this Agreement, with appropriate changes, in relation to the Federal Licensed Marks.

7. No member of the House of Commons or of the Senate of Canada shall be admitted to any share or part of any contract, agreement or commission made pursuant to this Agreement or to any benefit arising therefrom.
8. Notwithstanding any provisions of this Agreement, all obligations of Canada incurred by virtue of this Agreement shall be subject to the *Financial Administration Act* (Canada).
9. All of the provisions of this Schedule "D" shall survive the expiration or early termination of this Agreement.
10. Pursuant to the requirements of the *Canadian Environmental Assessment Act*, the Recipient will follow the general environmental mitigation measures outlined in the document entitled "Screening under the Canadian Environmental Assessment Act" and any Project-specific environmental mitigation measures as communicated to the Recipient by the Federal Government.
11. The Recipient acknowledges and agrees that the Federal Government may, in its sole discretion, exercise the Ministry's right to monitor the Project, perform audits and/or gather data pursuant to the terms and conditions of this Agreement.

SCHEDULE "E"
ADDITIONAL PROVISIONS

The Ministry and the Recipient agree to the following additional provisions:

1. Further to Section 15 of Schedule "A" hereto, notice can be given at the following addresses:

(a) If to the Ministry:

Ministry of Agriculture, Food and Rural Affairs
1 Stone Road West, 4th Floor
Guelph, Ontario
N1G 4Y2

Phone: 1-866-306-7827
Fax: (519) 826-4336
E-Mail: brian.cardy@ontario.ca

Attention: Brian Cardy

(b) If to the Recipient:

THE TOWNSHIP OF BLANDFORD-BLENHEIM
P.O. Box 100
47 Wilmot Street S.
Drumbo, ON
N0J 1G0

Phone: (519) 463-5347
Fax: (519) 463-5881
E-Mail: kreibling@twp.bla-ble.on.ca

Attention: Keith Reibling, Clerk/Administrator

Canada Ontario

Part 1 - Project Information / Partie 1 - Renseignements sur le projet

Municipality / Municipalité		Project Claim # / No de la demande de remboursement pour le projet	Project Representative / Représentant(e) du projet	Authorized Official / Officier(s) autorisé(s)	Name / Nom	Date / Date
Period Covered by this Claim / Période visée par la demande		Telephone # / No de téléphone	FAX # / No de télécopieur	Title / Titre		
From / De	To / À	Project Start Date / Date du début du projet			I certify the costs are eligible costs and in compliance with the provincial legal agreement and that supporting invoices and receipts are available for audit. If required / J'affirme que les dépenses déclarées sont des dépenses admissibles et conformes à l'entente de financement et que des documents d'appui sont disponibles à des fins de vérification.	
Project # / No de projet	Project Name / Nom du projet					
					Signature / Signature	

Part 2 - New Invoices / Partie 2 - Nouvelles factures

[illegible]

Part 3 - Final Report Information / Partie 3 - Information du rapport final

Part 3 - Final Report Information / Partie 3 - Information du rapport final	
A. Diagnostic / Le diagnostic	\$
B. Inspection / L'inspection	\$
C. Valuation / L'évaluation	\$
D. Sustainability - Planning / La viabilité - le planification	\$
E. Financial Model / Le modèle financier	\$
F. Miscellaneous / Divers	\$
NET PROJECT TOTAL / REQUIREMENT	\$

Part 4 - Project Variances (i.e., budget, scope, timelines) /

Partie 4 - Différences de Projet (le budget, la pente, les horaires)

7-1000-0 - Enter names and titles of members, in family, and household.

Part 5 - Project Verification / Partie 5 Vérification du projet

Project Benefits Achieved / Benefices du projet accomplies

Project Details: Activities / Activities du projet		Activity / Activité	Start Date / Date de début	End Date / Date de fin	Duration / Durée	Responsible / Responsable	Status / Statut	Comments / Commentaires
1	Project Initiation / Initiation du projet	Define project goals / Définir les objectifs du projet	2023-01-01	2023-01-15	15 days / 15 jours	John Doe	Completed / Terminé	
2	Project Planning / Planification du projet	Identify project tasks / Identifier les tâches du projet	2023-01-16	2023-02-01	16 days / 16 jours	Jane Smith	In Progress / En cours	
3	Project Execution / Exécution du projet	Allocate resources / Allouer les ressources	2023-02-02	2023-02-15	14 days / 14 jours	Mike Johnson	Not Started / Non commencé	
4	Project Monitoring / Surveillance du projet	Track project progress / Suivre les progrès du projet	2023-02-16	2023-03-01	15 days / 15 jours	Sarah Lee	Not Started / Non commencé	
5	Project Closure / Clôture du projet	Finalize project deliverables / Finaliser les livrables du projet	2023-03-02	2023-03-15	14 days / 14 jours	John Doe	Not Started / Non commencé	

THE CORPORATION OF THE
TOWNSHIP OF BLANDFORD-BLENHEIM

BY-LAW NUMBER **1537-2007**

A By-Law to amend Zoning By-Law Number 1360-2002, as amended.

WHEREAS the Municipal Council of the Corporation of the Township of Blandford-Blenheim deems it advisable to amend By-Law Number 1360-2002, as amended.

THEREFORE, the Municipal Council of the Corporation of the Township of Blandford-Blenheim, enacts as follows:

1. That Schedule "A" to By-Law Number 1360-2002 as amended, is hereby amended by changing to "RR" the zone symbol of the lands so designated "RR" on Schedule "A" attached hereto.
2. This By-Law comes into force in accordance with Sections 34(21) and (30) of the Planning Act, R.S.O. 1990, as amended.

READ a first and second time this 19th day of September, 2007

READ a third time and finally passed this 19th day of September, 2007.



Kenn Howling, Mayor

(SEAL)



Keith Reibling, Clerk-Administrator

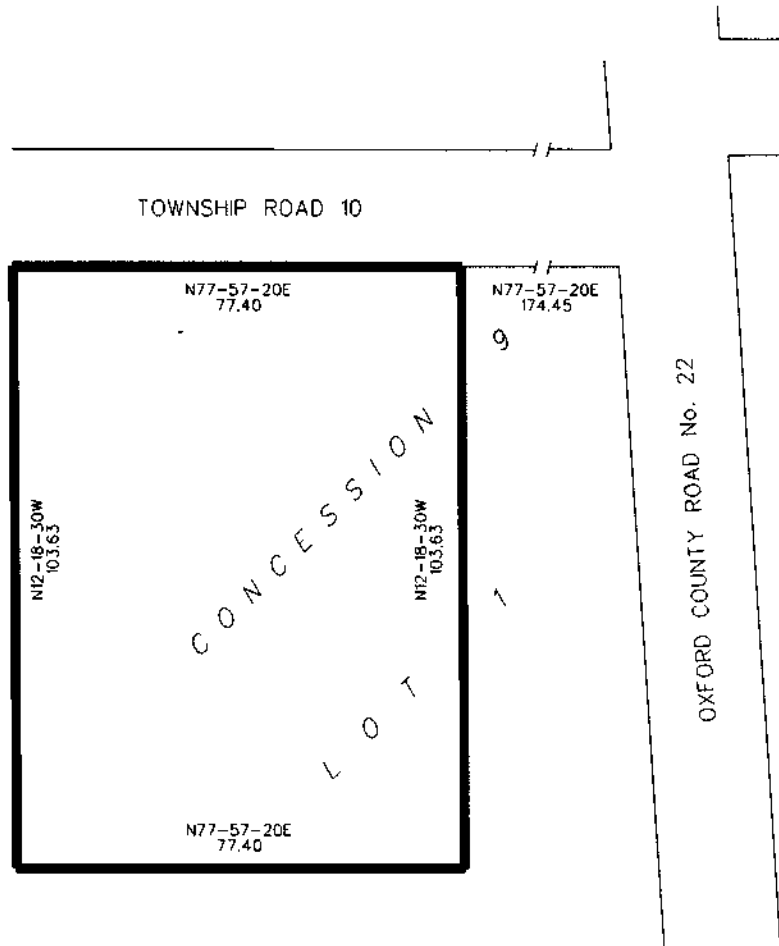
SCHEDULE "A"

TO BY-LAW No. 1537-2007

PART LOT 1, CONCESSION 9 (BLANDFORD)

PART 1, REFERENCE PLAN 41R-8074

TOWNSHIP OF BLANDFORD-BLENHEIM



THIS IS SCHEDULE "A"

TO BY-LAW No. 1537-2007, PASSED

THE 19TH DAY OF SEPTEMBER, 2007

 AREA OF ZONE CHANGE TO RR

NOTE: ALL DIMENSIONS IN METRES

 **Oxford County**
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Information Systems 62007


Kenn Howling

MAYOR

Keith Reibling


CLERK-ADMINISTRATOR

TOWNSHIP OF BLANDFORD-BLENHEIM

BY-LAW NUMBER 1537-2007

EXPLANATORY NOTE

The purpose of By-Law Number 1537-2007 is to rezone lands located on the south side of Township Road 10, between Oxford Road 22 and Blandford Road, and comprising Part Lot 1, Concession 9 (Blandford), in the Township of Blandford-Blenheim from 'General Agricultural Zone (A2)' to 'Rural Residential Zone (RR)' to reflect the non-farm rural residential use of the lands and implement a condition of the Land Division Committee relating to application for consent #B-52/07. Application for consent #B-52/07, once finalized, will enlarge the adjacent farm to the immediate west. The subject lands are currently owned by Calvin and Barbara Gilholm

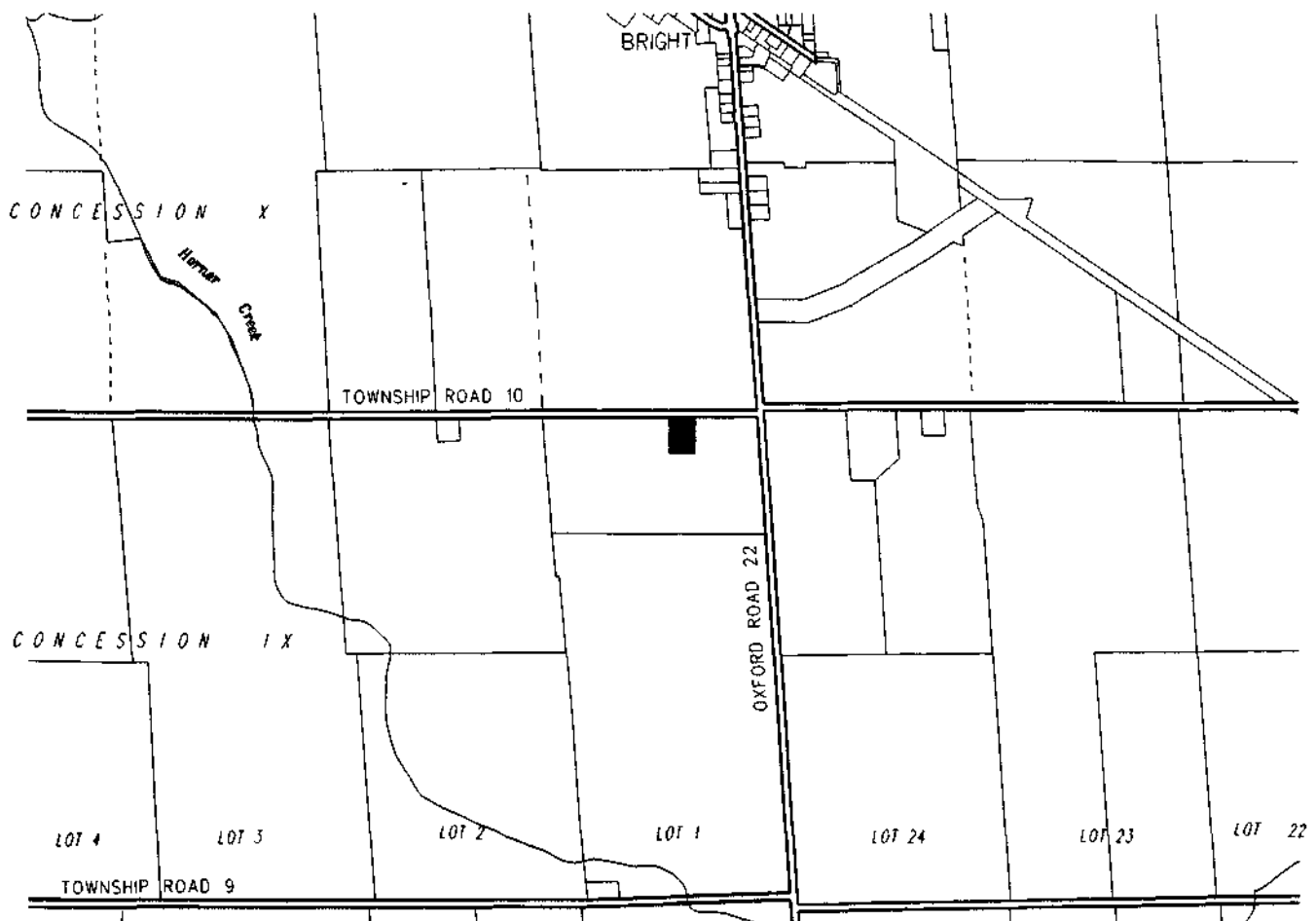
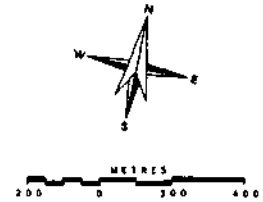
Municipal Council, after conducting the public hearing necessary to consider any comments to the proposed change in zone designation, approved By-Law Number 1537-2007. The public hearing was held on September 19, 2007.

Any person wishing further information relative to Zoning By-Law Number 1537-2007 may contact the undersigned.

Mr. Keith Reibling
Clerk-Administrator
Township of Blandford-Blenheim
P.O. Box 100
DRUMBO, Ontario
N0J 1G0

Telephone: 463-5347

KEY MAP



LANDS TO WHICH BY-LAW No. 1537-2007 APPLIES

THE CORPORATION OF THE
TOWNSHIP OF BLANDFORD-BLENHEIM

BY-LAW NUMBER 1538-2007

A By-Law to amend Zoning By-Law Number 1360-2002, as amended.

WHEREAS the Municipal Council of the Corporation of the Township of Blandford-Blenheim deems it advisable to amend By-Law Number 1360-2002, as amended.

THEREFORE, the Municipal Council of the Corporation of the Township of Blandford-Blenheim, enacts as follows:

1. That Schedule "A" to By-Law Number 1360-2002 as amended, is hereby amended by changing to 'RE' and "A1-11" the zone symbols of the lands so designated 'RE' and "A1-11" on Schedule "A" attached hereto.
2. That Section 6.5 to By-Law Number 1360-2002, as amended, is hereby amended by adding the following subsection at the end thereof.

"6.5.11 LOCATION: PART LOT 3, CONCESSION 1 (BLANDFORD), A1-11

- 6.5.11.1 Notwithstanding any provision of this By-Law to the contrary, no person shall within any A1-11 Zone use any lot, or erect, alter or use any building or structure for any purpose except the following:

all uses permitted in Section 6.1.

- 6.5.11.2 Notwithstanding any provision of this by-law to the contrary, no person shall within any A1-11 zone use any lot, or erect, alter or use any building or structure for any purpose except in accordance with the following provisions:

6.5.11.2.1 LOT AREA

Minimum -

Existing at the date of passing of this By-law.

6.5.11.2.2 LOT FRONTAGE

Minimum -

Existing at the date of passing of this By-law.

- 6.5.11.2.3 That all provisions of the A1 Zone in Section 6.2 to this By-law, as amended, shall apply, and further that all other provisions of this By-law, as amended, that are consistent with the provisions herein contained shall continue to apply mutatis mutandis."

3. This By-Law comes into force in accordance with Sections 34(21) and (30) of the Planning Act, R.S.O. 1990, as amended.

READ a first and second time this 19th day of September, 2007.

READ a third time and finally passed this 19th day of September, 2007.

(SEAL)



Kenn Howling, Mayor



Keith Reibling, Clerk-Administrator

SCHEDULE "A"

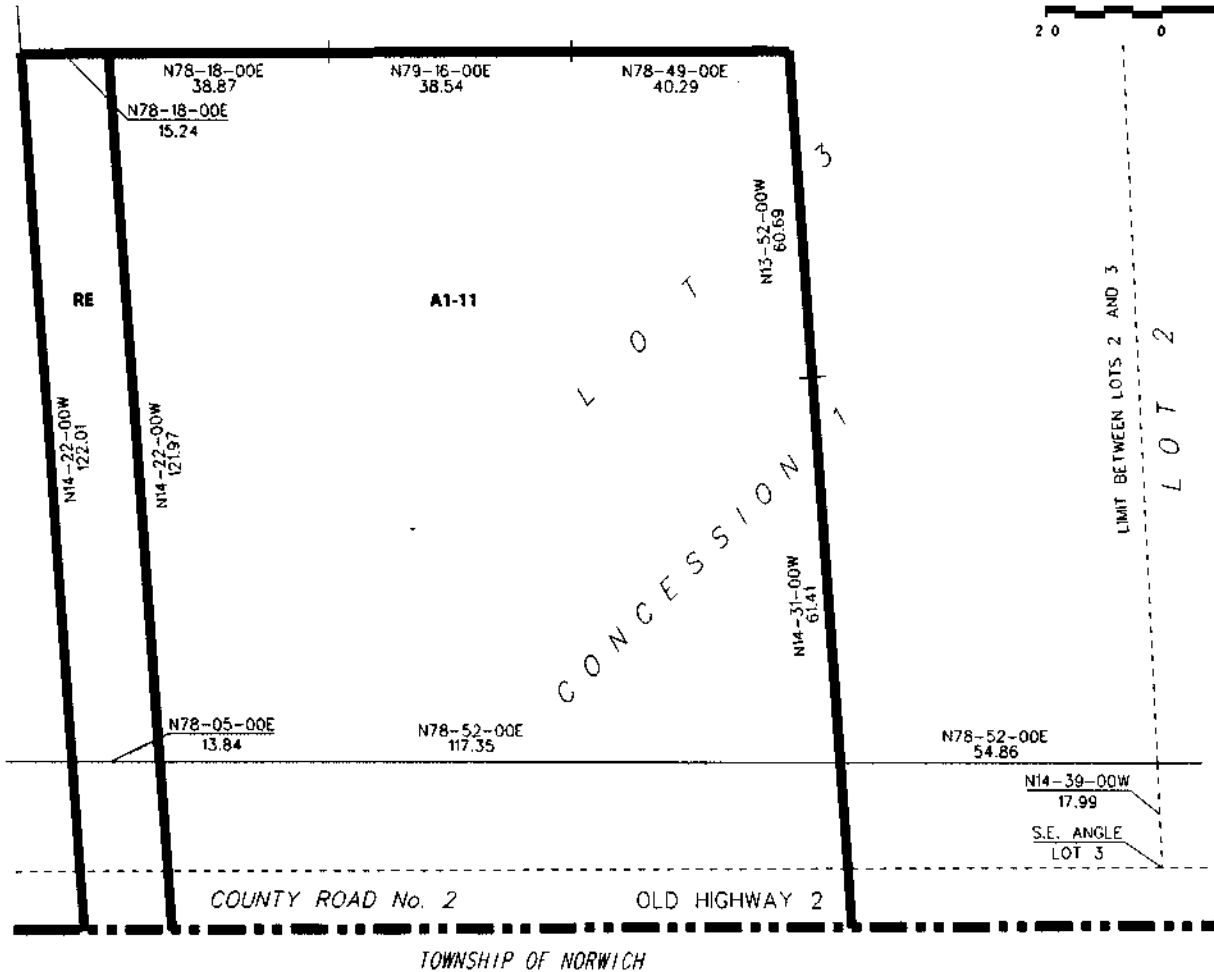
TO BY-LAW No. 1538-2007

PART LOT 3, CONCESSION 1 (BLANDFORD)

TOWNSHIP OF BLANDFORD-BLENHEIM



20 0 20 40
METRES



OXFORD ROAD 32

HIGHWAY 2

THIS IS SCHEDULE "A"

TO BY-LAW No. 1538-2007, PASSED

THE 19TH DAY OF SEPTEMBER, 2007

A1-11

AREA OF ZONE CHANGE TO A1-11

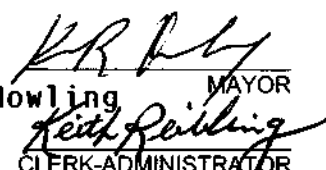
RE

AREA OF ZONE CHANGE TO RE

NOTE: ALL DIMENSIONS IN METRES

 **Oxford County**
growing stronger...together
Information Systems 62007

Kenn Howling MAYOR


CLERK-ADMINISTRATOR

Keith Reibling

ZON 1-07-1

TOWNSHIP OF BLANDFORD-BLENHEIM

BY-LAW NUMBER 1538-2007
EXPLANATORY NOTE

The purpose of By-Law Number 1538-2007 is to rezone lands located on the north side of Old Highway No. 2, between Blandford Road and Oxford Road 22, and comprising Part Lot 3, Concession 1 (Blandford), in the Township of Blandford-Blenheim from "Residential Existing Lot Zone (RE)" and "Limited Agricultural zone (A1)" to "Special Limited Agricultural Zone (A1-11)" and "Residential Existing Lot Zone (RE)" to implement the recent decision of the Oxford Land Division Committee in regard to application for Consent #B-1/07, which allowed a minor boundary adjustment between the two properties. (#686101 and #686113). A special regulation in the A1-11 zone will recognize the change in lot area and lot frontage that resulted from the lot boundary adjustment. The subject lands are currently owned by Bonita Whitney and Terry and Sheryll Dermo.

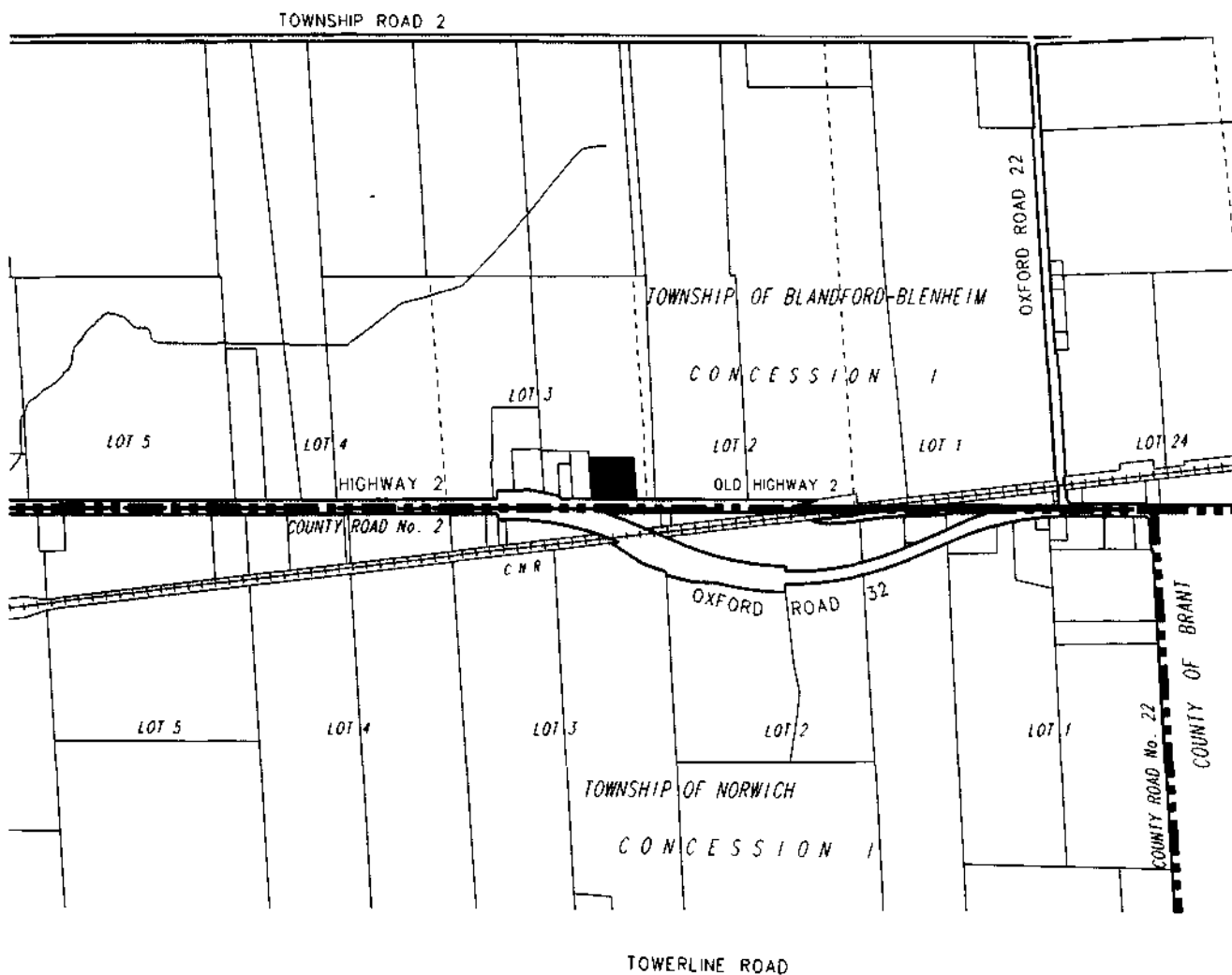
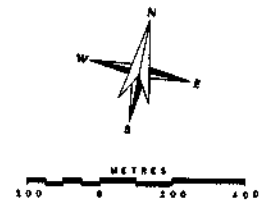
Municipal Council, after conducting the public hearing necessary to consider any comments to the proposed change in zone designation, approved By-Law Number 1538-2007. The public hearing was held on September 19, 2007.

Any person wishing further information relative to Zoning By-Law Number 1538-2007 may contact the undersigned.

Mr. Keith Reibling
Clerk-Administrator
Township of Blandford-Blenheim
P.O. Box 100
DRUMBO, Ontario
N0J 1G0

Telephone: 463-5347

KEY MAP



LANDS TO WHICH BY-LAW No. 1538-2007 APPLIES

THE CORPORATION OF THE
TOWNSHIP OF BLANDFORD-BLENHEIM

BY-LAW NUMBER **1539-2007**

Being a By-law to restrict the Weight of Vehicles passing over Five (5) individual bridge structures in the Township.

WHEREAS, the Highway Traffic Act, R.S.O. 1990, Chapter H.8, Section 123, Subsection (2), and amendments thereto, provides that:

“The Municipal Corporation or other authority having jurisdiction over a bridge may by by-law limit the gross vehicle weight of any vehicle or any class thereof passing over such a bridge and the requirements of subsection (1) with respect to the posting up of notice apply thereto,”

AND WHEREAS it is deemed expedient to limit the weight of vehicles passing over bridges in the Corporation of the Township of Blandford-Blenheim after reviewing recommendations contained in a report dated November 26th, 2007, entitled “Inspection update of Deficient Bridges, 2007”, as prepared by Mr. Eli Abraham, P.Eng., of the firm of K. Smart Associates Limited, Kitchener, Ontario.

NOW THEREFORE the Municipal Council of The Corporation of the Township of Blandford-Blenheim enacts as follows:

1. No vehicle or combination of vehicles or any class thereof whether empty or loaded shall be operated over the bridge situate on the Road Allowance between Concessions 11 and 12 at Lot 1 (former Blenheim); Structure No. 20; M.T.O. Site No. 23-131; where the gross vehicle or combination of vehicles or any class thereof exceeds -

Fifteen (15) TONNES for a Single Vehicle
Twenty-four (24) TONNES for a Combination of Two Vehicles
Thirty (30) TONNES for a Combination of Three Vehicles
2. No vehicle or combination of vehicles or any class thereof whether empty or loaded shall be operated over the bridge situate on the Road Allowance between Concessions 11 and 12 at Lot 9 (former Blenheim); Structure No. 24; M.T.O. Site No. 23-130; where the gross vehicle or combination of vehicles or any class thereof exceeds -

Twelve (12) TONNES for a Single Vehicle
Nineteen (19) TONNES for a Combination of Two Vehicles
Twenty-six (26) TONNES for a Combination of Three Vehicles
3. No vehicle or combination of vehicles or any class thereof whether empty or loaded shall be operated over the bridge situate on the Road Allowance between Concessions 11 and 12 at Lot 18 (former Blenheim); Structure No. 25; M.T.O. Site No. 23-45; where the gross vehicle or combination of vehicles or any class thereof exceeds Sixteen (16) TONNES.

4. No vehicle or combination of vehicles or any class thereof whether empty or loaded shall be operated over the bridge situate on the Road Allowance between Concessions 3 and 4 at Lot 20 (former Blenheim); Structure No. 30; M.T.O. Site No. 23-184; where the gross vehicle or combination of vehicles or any class thereof exceeds -

Ten (10) TONNES for a Single Vehicle
Eighteen (18) TONNES for a Combination of Two Vehicles
Twenty-six (26) TONNES for a Combination of Three Vehicles

5. No vehicle or combination of vehicles or any class thereof whether empty or loaded shall be operated over the bridge situate on the Road Allowance between Lots 6 and 7, in the 6th Concession (former Blenheim); Structure No. 39; M.T.O. Site No. 23-126; where the gross vehicle or combination of vehicles or any class thereof exceeds -

Ten (10) TONNES for a Single Vehicle
Twelve (12) TONNES for a Combination of Two Vehicles
Eighteen (18) TONNES for a Combination of Three Vehicles

6. Every person who contravenes any of the provisions of a by-law made under subsection 104b(2) is guilty of an offence and on conviction is liable to a fine in accordance with the provisions outlined in Section 106, as amended, of The Highway Traffic Act.
7. By-law Number 1481-2005 enacted the 2nd day of November, 2005 is hereby repealed.
8. This By-law shall not become effective until a notice of limit of weight permitted, legibly printed, has been posted in a conspicuous place at each end of the bridge.
9. The provisions of this by-law shall be in effect for a two (2) year period from the date of enactment.

By-law **READ** a **FIRST** and **SECOND** time this 5th day of December, 2007.

By-law **READ** a **THIRD** time and **ENACTED** in Open Council this 5th day of December, 2007.

(SEAL)


Kenn R. Howling, Mayor


Keith Reibling, Clerk-Administrator

THE CORPORATION OF THE
TOWNSHIP OF BLANDFORD-BLENHEIM
BY-LAW NUMBER 1540-2007

Being a By-law to authorize the execution of a subdivision agreement in Drumbo between The Corporation of the Township of Blandford-Blenheim and Drumbo Development Corporation.

WHEREAS the Planning Act, R.S.O. 1990, Chapter P.13, Section 51, Subsection 6, and amendments thereto, authorizes that a municipality may enter into agreements imposed as a condition to the approval of a plan of subdivision.

AND WHEREAS Condition Number 2 of the draft plan of subdivision 32T-92006 (originally for A. J. Wallbank), states that the owner agrees in writing to satisfy all the requirements, financial and otherwise, of the Township of Blandford-Blenheim regarding the installation of services, sidewalks, drainage facilities and other matters pertaining to the development of the subdivision in accordance with Township municipal standards. The owner shall also pay any applicable development charges.

AND WHEREAS Township Council deems it desirable to enter into an Agreement with the developer to effect proper development of lands located in Part of Lot 13, Concession 7 (former Blenheim) more particularly described as Parts 1, 2, 3 and 4 on Reference Plan 41R-7646.

NOW THEREFORE, the Municipal Council of The Corporation of the Township of Blandford-Blenheim enacts as follows:

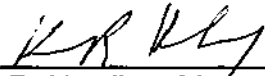
1. That the Mayor and Clerk-Administrator be authorized and they are hereby instructed to execute on behalf of The Corporation of the Township of Blandford-Blenheim an Agreement dated December 1st, 2007 for developing a subdivision located in the Township of Blandford-Blenheim, former Township of Blenheim, in the County of Oxford, being composed of Part of Lot 13, Concession 7, more particularly described as Parts 1, 2, 3 and 4 on Reference Plan 41R-7646 between The Corporation of the Township of Blandford-Blenheim and Drumbo Development Corporation.

2. Copy of said Agreement is attached hereto.

By-law **READ** a **FIRST** and **SECOND** time this 5th day of December, 2007.

By-law **READ** a **THIRD** time and **ENACTED** in Open Council this 5th day of
December, 2007.

(SEAL)


Kenn R. Howling, Mayor


Keith Reibling, Clerk-Administrator

TOWNSHIP OF BLANDFORD-BLENHEIM

SUBDIVISION AGREEMENT

THIS AGREEMENT, made this 1st day of DECEMBER, 2007.

B E T W E E N

DRUMBO DEVELOPMENT CORPORATION

Hereinafter called the "Subdivider"

OF THE FIRST PART

- and -

THE CORPORATION OF THE TOWNSHIP OF BLANDFORD-BLENHEIM

Hereinafter called the "Township"

OF THE SECOND PART

- and -

THE CORPORATION OF THE COUNTY OF OXFORD

Hereinafter called the "County"

OF THE THIRD PART

WHEREAS the Subdivider is the owner of the lands described in Schedule "A" attached hereto and hereafter described as the said lands and has applied to the County and Township for the approval of a Plan of Subdivision;

AND WHEREAS the Owner proposes to subdivide the said lands in accordance with the plan shown in Schedule "E" hereto; hereafter called the "Plan"; and

WHEREAS the Township pursuant to conditions imposed by the County and pursuant to its own subdivision policies, requires the Subdivider to enter into an Agreement respecting the proposed subdivision.

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT in consideration of the payment to the Subdivider by the Township of the sum of TWO DOLLARS (\$2.00) (the receipt of which is hereby acknowledged), the approval of the Subdivider's Plan of Subdivision pursuant to Section 51 of the Planning Act, RSO 1990, and other consideration, the parties hereto covenant and agree as follows:

PART I

GENERAL PROVISIONS

Submitting Plan

1. a) The Subdivider agrees to present the final copies of the Plan to the Township for Examination before it is presented to the County of Oxford for final approval and before the Township's letter of release is given and present same for re-examination before registration if any changes are made thereafter.
- b) The Subdivider agrees to lodge a mylar copy of the Plan together with six (6) prints as registered with the Township Building Department immediately after registration.

Agency Approvals

2. a) The Subdivider agrees to obtain the approval of any governmental authority which is required in respect to the installation of any municipal services contemplated by this Agreement. Prior to the release of the plan of subdivision for registration, and/or prior to any construction or grading on the property, the Subdivider shall submit and receive approval to the satisfaction of the Grand River Conservation Authority and the Township for the following items:
 - i) grading and drainage plans;
 - ii) storm water management plans;
 - iii) erosion and sediment control plans;
 - iv) a report detailing potential impacts of proposed storm water management techniques on water quality of receiving waters as it relates to fish and fish habitats, including recommendations on impact mitigation.

The Subdivider agrees to complete and maintain the works in accordance with the approved Plans and Reports indicated in subparagraph i), ii), iii) and iv) above, to the satisfaction of the Grand River Conservation Authority and the Township.

- b) The Subdivider shall carry out a Noise Impact Study of the said lands with respect to the CPR. The Ministry of Environment and Energy shall provide the County with a clearance letter advising that all matters contained in the Special Provisions section of the Agreement will satisfy the noise provision concerns.

Subdivider's Engineer

- 3. The Subdivider agrees to, at its expense, retain the services of a Professional Engineer, acceptable to the Township, to prepare Engineering Plans and Specifications with respect to all services envisaged by this Agreement and any other Agreements applicable to the subject lands, and the Subdivider agrees that all Plans and Specifications are to be approved by the County and the Township, as applicable. All approved plans shall be initialed by the Township's Engineer and only such plans shall be used for construction and lot grading. The Subdivider also agrees to construct and install all services envisaged by this Agreement or any other Agreements applicable to the subject lands in accordance with the Engineering Plans and Specifications which have been approved by the County and the Township. The Subdivider's Engineer shall certify that all Plans for the municipal services referred to in this Agreement have been prepared according to proper engineering principles and that the municipal services to be constructed are adequate to properly service the subdivision. The Subdivider agrees to also deliver to the County and Township a Certificate from the Subdivider's Engineer certifying that all municipal services have been constructed and installed in accordance with Plans as approved by the Township Engineer and the County's Director of Public Works.

Specifications, Cost Estimates

- 4. a) The Subdivider hereby agrees to install and pay the cost of the installation of the works and services as set out in Schedule "B" attached hereto, which Schedule forms an integral part of this Agreement. All works and services are to be installed according to the requirements of the County and/or the Township. The Subdivider will provide, operate and maintain the works and services, until such time as they are assumed by the County and the Township, according to Plans prepared by the Subdivider and approved by the County and/or the Township or their appropriate appointed officers.
- b) The Subdivider agrees that the estimated cost of the works and construction supervision services required by Schedule "B" are set out in Schedule "C".

Construction Inspection

- 5. a) The Subdivider agrees that all works and services envisaged by this Agreement shall be inspected, on an on-going basis, by the Subdivider's Engineer, said Engineer to be approved by the Township, if deemed appropriate by the Township. The Subdivider agrees to ensure the Township is notified prior to the commencement of construction, of the proposed construction scheduling and is also notified of construction scheduling changes. In addition, the Subdivider agrees to supply the County and Township with one (1) set each of "as-constructed" drawings for all works and services envisaged by this Agreement, said drawings shall be certified by the Subdivider's Engineer and are to be submitted prior to release of any lands from the provisions of this Agreement. The Subdivider agrees that the Township will direct its Engineer (Township's Engineer) to be also involved as required.
- b) The Subdivider agrees to notify the County and/or the Township, as the case may be to obtain its approval of any Contractor to be employed to install or attend to any of the works and services.
- c) The Subdivider agrees that the County and/or the Township, as the case may be, has the right to call for qualitative and quantitative tests of all materials to verify conformance to specifications and at the expense of the Subdivider.
- d) On receiving the written consent of the County or the Township, as the case may be, to the commencement of construction of any of the said public services, the Subdivider shall proceed with the construction continuously and as quickly as possible. If at any time work is not being proceeded with expeditiously and the County or the Township requires works to be done to put the site to a safe and or reasonable condition, the County or the Township may require such to be done and to enforce or apply any security to do such work.
- e) The Subdivider agrees that in the event that the County or the Township is financially involved with respect to any services to be installed, to call a public tender to contract that portion of the work the County or the Township is involved in. The award of the contract shall be subject to the approval of the County or the Township and such approval must be given before the contract is awarded or work commenced. If the County or the Township is not financially involved, the

Subdivider may, subject to the provisions of Section 35 herein, make such arrangements for the construction of the work as it thinks fit.

Maintaining Streets, Lands

6. The Subdivider agrees that all streets abutting on the lands to be covered by the Plan of Subdivision and other lands to be used for access during the construction of houses and other buildings on the said lands shall be continuously kept in good usable condition during the said construction and if damaged, will be immediately restored by the Subdivider at its expense to a good and usable condition. The Subdivider also agrees to ensure that the internal roadways of the subdivision, during the construction of works and buildings, shall remain continuously usable for vehicles and agrees to ensure that these roadways are kept reasonably clear of dust, mud, ice and snow. In addition, the Subdivider agrees that control of dust, mud, ice and snow and debris on internal and external roadways shall be maintained to the satisfaction of the Township at the Subdivider's expense.

Boulevards

7. All boulevards shall be finished from the edge of the roadway to the property line and shall be sodded and sloped at grade to the roadway in accordance with Ontario Provincial specifications and as approved by the Township and in accordance with the provisions of Schedule "B" attached hereto. Boulevards shall not be finished until residential construction in the immediate area has been substantially completed.

Sidewalks

8. Sidewalks, where required, shall be constructed in accordance with Ontario Provincial Specifications and Schedule "B" attached hereto, but not until residential construction on the lot is complete except where satisfactory written arrangements otherwise are made. Once house construction is completed, the work shall be promptly completed, to the satisfaction of the Township.

Survey Bars

9. Any standard iron bars, concrete monuments or monumentation of higher standard which are disturbed in the course of servicing or building shall be restored by or at the expense of the Subdivider before this Agreement is finally released. Upon final completion and installation of all services, the Subdivider shall, at its expense provide an Ontario Land Surveyor's Certificate indicating that all standard iron bars are in place and easily accessible.

Easements

10. a) The Subdivider agrees that such easements as may be required for servicing and access purposes shall be granted by the Subdivider to the appropriate authority, at the Subdivider's expense, by a proper easement document free of encumbrance. Easements are further described in Schedule "H".
- b) The Subdivider further agrees he will not convey, or agree to convey, any lands as described in Schedule "H" hereto in which the County or Township is being conveyed an interest by way of easement, right-of-way or agreement, under the terms of the agreement until such time as the Township Solicitor is satisfied of the registration on title of the property through which an easement or right-of-way passes, the grant of easement or right-of-way. It is further understood that building permits will not be issued for lots and/or blocks on which easements have been imposed, or for lots and/or blocks immediately adjacent to such easements until such time as the Engineer has certified that the required service or services have been installed within the limits of the said easements as granted to the County or Township, or that the easement descriptions have been adjusted in accordance with the location of the services as actually installed.

Street Names

11. The Subdivider agrees that the street or streets contained within the Plan of Subdivision shall be named to the satisfaction of the Township.

Street Name and Regulatory Signs

12. When invoiced by the Township, the Subdivider shall make a cash contribution equal to One Hundred (100%) Percent of the cost of the street name signs and regulatory traffic signs required under Schedule "B" and/or the Special Provisions to this Agreement. The Letter of Credit shall include an allowance for all signs.

Temporary Service Connections

13. The Subdivider shall, at its expense, provide for any temporary service connections as may be required during construction of homes. Any such temporary service connections installed shall be properly abandoned and/or decommissioned after their use to the satisfaction of the Township.

Water Services

14. The Subdivider agrees to have all valve boxes and curb stops brought up to finished grade prior to the release of any lands from the provisions of this Agreement.

Snow Removal

15. The Subdivider agrees to provide appropriate winter maintenance of the roads which have not yet been fully accepted by the Township, to the satisfaction of the Township. The Subdivider may enter into a separate agreement with the Township to provide winter maintenance. The Township will only consider entering into an agreement after the Subdivider has installed the base asphalt.

The Subdivider also agrees that with respect to the roads, all sewer access holes and catchbasins shall be installed at existing grade so as to permit the proper vehicular usage for the said winter maintenance works. It is agreed that any maintenance performed by the Township pursuant to this section shall be deemed to have been performed by the Township as agent of the Subdivider and no action on the part of the Township pursuant to this paragraph shall constitute an assumption by the Township of the said roads.

Building Permits

16. a) The Subdivider agrees that no building permit shall be issued upon any lot or block on the Plan of Subdivision and no building activity shall be undertaken thereon until the underground services (sewer, water and hydro) have been installed to the satisfaction of the parties to this Agreement on the public streets fronting or abutting thereon. The Subdivider further agrees that no building permit shall be issued for any lot or block until the base asphalt has been constructed to the satisfaction of the Township and electrical service has been arranged for hookup to each lot or block to the satisfaction of Hydro One Networks Inc. The Subdivider further agrees that no building permit will be issued until the individual site plan as required by Section 23. a) has been approved and the necessary securities and charges have been provided and/or paid.
- b) The Subdivider agrees that the Township shall be entitled to refuse building permits with respect to any lot or block within the Plan of Subdivision at any time and from time to time when the Subdivider is in material default of its responsibilities and obligations under this agreement.

Electrical Service

17. a) The Subdivider agrees to make arrangements with Hydro One Networks Inc. for the provision of permanent electrical services to the Plan, prior to registration of the Subdivision Plan and agrees to provide written evidence of such an agreement to the Township prior to registration. The Subdivider further agrees that should permanent installations be impractical at the time, to pay all costs incurred through the provision of temporary electrical services and the removal of such services when permanent installations are installed.
- b) The Subdivider agrees to make arrangements for the granting of any easements required by Hydro One Networks Inc.
- c) The Subdivider agrees to pay all costs associated with the installations of street lighting and associated underground electrical power wiring in accordance with the standards specified by Hydro One Networks Inc. Upon issuance of the last and final Performance Acceptance Certificate for an individual phase and upon written notification from Hydro One Networks Inc. to the Township that all street lighting requirements have been met by the Subdivider and that the plant has been satisfactorily constructed, ownership of the street lighting plant in the phase shall be vested in the Township.
- d) The Subdivider further agrees to co-operate with and attend to the requirements of Bell Canada and the applicable T.V. Cable company with respect to the installation of their telecommunications infrastructure.

Roadways

18. a) The Subdivider agrees to design and construct roads according to the Special Provisions and Schedules "B" and "I".
- b) The Subdivider agrees that surface asphalt in any phase will not be constructed until all the house construction in the phase is completed and not before one winter of consolidation of the base asphalt. The Special Provisions may set out other requirements with respect to surface asphalt.
- c) The Subdivider agrees to satisfy the Township with regard to the roads to be used for construction traffic and to designate, where necessary, such on the approved engineering plans and specifications.

Storm Drainage

19. a) The Subdivider agrees to design and construct a storm drainage system according to the requirements outlined in Schedule "B".
- b) All the said lands shall outlet in the approved drainage works except where otherwise approved by the Township.
- c) The drainage system is to be designed so that a private drain connection is provided for each property at the street line and of sufficient depth to be below basement floors. The Subdivider agrees to advise all lot purchasers that gravity outlets for weeping and/or basement drainage are not available but that sump pumps are required and that the outlets for the sump pumps are to be joined to the private drain connections provided.
- d) Drainage paths, that will ensure waters from a 100 year storm are kept below grades of existing and proposed dwellings, are to be provided for runoff waters that exceed the drainage system's design capacity.
- e) Easements, as are set out in Schedule "H", are to be conveyed to the Township for the installation and maintenance of all drainage works not contained within road allowances that exist or that are provided for by the Subdivision.
- f) All lands used for storm water management purposes, shall be conveyed to the Township of Blandford-Blenheim, free of all encumbrances and costs, and shall be properly graded, planted, topsoiled, seeded and fenced, as required, to the satisfaction of the Township. Where necessary, access shall be provided by registered easements in favour of the Township as required.
- g) The Subdivider agrees that all drainage works shall be constructed and/or incorporated in accordance with an Engineer's report pursuant to the Drainage Act, RSO 1990, and amendments thereto, and to provide for such the Subdivider agrees:
- i) to submit the necessary petition(s) in accordance with Section 4 of the Drainage Act prior to any of the lots having been sold.
- ii) to pay all assessments levied to the lots and roads in the said lands as provided for by the Engineer's report.
- iii) to notify all lot purchasers of their obligations with respect to the drainage report.
- iv) to provide a letter of credit or other acceptable security for the whole cost of that part of the drainage works in front of and downstream of the lots on the said lands except for those costs to be paid by others as determined by the Engineer's report, or as provided in Schedule "C".
- h) The Subdivider further agrees that the Township may prepare at the Subdivider's cost, after the Plan is registered, a drainage report pursuant to the Drainage Act, RSO 1990, and amendments thereto, that provides for distribution amongst the lots and roads created the drainage assessments to be borne by the said lands in total for the repair and maintenance of any existing municipal drain(s). The report would be prepared pursuant to either Section 65 or 76 of the Drainage Act.
- i) The Subdivider agrees to rectify and alleviate any drainage problem identified within any phase of development, upon receipt of written notice from the Township and subject to the terms of Section 28. If not completed within the time limit specified in the written notice of the Township, the Township may, at its option and in addition to any other legal rights it may have, construct any work necessary to remedy any drainage problem. The costs of said necessary remedial drainage works shall be forthwith paid by the Subdivider and/or deducted from any security retained by the Township.

Water System

20. a) The Subdivider hereby agrees to construct a water system, including pipes, valves, blowoffs, and water service connections to the street line to service all the said lands. The water supply system shall be designed and installed in accordance with the requirements of the Ministry of the Environment and in accordance with the Engineering Requirements outlined in Schedule "B". The system shall also be approved by the County of Oxford.
- b) All water distribution lines shall be of sufficient size, depth and at locations within the limits of the subdivision, or, on adjacent road allowances, to service the subdivision and lands outside the subdivision, which, in the opinion of the Township Engineer will require their use as trunk mains.

20. c) After the last and final Performance Acceptance Certificate for the applicable phase has been issued for public services including the water supply system, the Subdivider agrees that the ownership and operation of the water supply system, as constructed, shall be vested with the County of Oxford.
- d) For each development phase, upon the vesting of the water supply systems in the County of Oxford in accordance with the foregoing paragraph, the twelve (12) month maintenance period set out in Section 28 hereof shall apply to the water supply system.
- e) Where any difference exists between the requirements of this agreement including Schedule "B" and the requirements of either the Ministry of the Environment or of the County of Oxford, the requirements of the Ministry and the County shall apply.
- f) The Subdivider further agrees to convey to the County such lands and easements as are set out in Schedule "H" hereto for the installation and maintenance of all water works not contained within the road allowances provided for by the subdivision.

Sanitary Sewer System

21. a) The Subdivider hereby agrees to construct a sewer system, including pipes, sewer access holes and service connections to the street line to service all the said lands. The sewer system shall be designed and installed in accordance with the requirements of the Ministry of the Environment, and in accordance with the Engineering requirements outlined in Schedule "B". The system shall also be approved by the County of Oxford.
- b) All sewer lines shall be of sufficient size, depth and at locations within the limits of the subdivision, or, on adjacent road allowances, to service the subdivision and lands outside the subdivision, which, in the opinion of the Township Engineer will require their use as trunk lines.
- c) After the last and final Performance Acceptance Certificate for the applicable phase has been issued for public services including the sanitary sewer system, the Subdivider agrees that the ownership and operation of the sanitary sewer system as constructed shall be vested with the County of Oxford.
- d) For each phase of development, upon the vesting of the sanitary sewer system in the County of Oxford in accordance with the foregoing paragraph, the twelve (12) month maintenance period set out in Section 28 hereof shall apply to the sanitary sewer system.
- e) The Subdivider further agrees to convey to the County such lands and easements as are set out in Schedule "H" hereto for the installation and maintenance of all sewerage works not contained within the road allowances provided for by the subdivision.

Driveways

22. a) Driveway accesses to the public roads shall be constructed in accordance with the provisions contained in Schedule "B". Driveways within the road allowance shall be paved from the curb and gutter to the property line or the sidewalk, whichever is the nearer, with asphalt or other approved hard surfacing such as paving blocks or concrete, to the satisfaction of the Township. All driveway grading shall conform to the cross section required for the boulevard.
- b) Except where otherwise approved by the Township, driveways in any block of lots are to be located similarly on each lot to provide maximum separations between adjacent driveways.
- c) Final driveway construction is not to occur until building construction and lot grading is complete on the applicable lots. A temporary granular surface is to be used until lot construction is complete.
- d) The Subdivider shall include in the Offer of Purchase and Sale with each lot purchaser a clause that makes it a requirement that a driveway construction security deposit in the form of cash or cheque in the amount specified in Schedule "G", must be given to the Township by the lot purchaser prior to the receipt of a building permit. Any cheque received by the Township will be cashed and no interest will be paid thereon when the driveway deposit is returned to the current day property owner after satisfactory compliance.
- e) The Lot Purchaser's deposit for driveway construction is to be used as security to ensure individual private driveway construction will be carried out in accordance with the requirements of this agreement and the contract plans. Any default in driveway construction, including the adjacent boulevard completion, road damage, curb damage or sidewalk damage, and service shut offs (curb stop valves) to be visible (if in driveway), may result in the Township applying this security to the costs to provide an acceptable driveway.

22. f) Any failure of a Lot Purchaser to provide an acceptable driveway construction and/or boulevard restoration in accordance with Schedule "B" within One (1) year of occupancy of the dwelling on the lot and prior to the expiration of the last and final 12 month warranty period for the applicable phase as provided by Section 28 will result in the Subdivider being responsible to attend to such if the Township deems it necessary. The Lot Purchaser in such instances will forfeit his deposit in favour of the Subdivider.
- g) Final private driveway construction, or the lack thereof, shall not defer the issuance of the final Performance Acceptance Certificate for the corresponding phase of development, provided the boulevard is otherwise finished across the full width of the affected property.
- h) The amount of the driveway construction security deposit may be reviewed from time to time by the Township. The amount may be varied as deemed appropriate by a resolution of Council. The driveway construction security deposit paid by the lot purchaser shall be the amount in effect at the time that the building permit is issued.
- i) The clause in the Offer to Purchase and Sale between the Subdivider and the lot purchaser that deals with driveway construction shall further provide that each owner shall apply to the Township Building Authority for a driveway inspection when the work is believed to be satisfactorily completed. There will be no charge for the Township's inspection. When the driveway is found to be acceptable, the Township will by letter note the acceptance of such, and will release the security for the driveway work.

Lot Grading

23. a) The Subdivider agrees to prepare as part of the Engineering Plans, a lot grading plan showing:
- i) the existing and final elevations of the said lands as determined by reference to a geodetic bench mark or an alternative bench mark acceptable to the Township,
 - ii) the final grades of all roads,
 - iii) the lands designated for drainage works,
 - iv) the direction of surface drainage after completion of grading on each part of each lot and block, and
 - v) the location of each swale to be provided.
- b) Final ground elevations are to be shown at each corner of the lot, at the front and rear of the house and at the side lot lines opposite the house corners. As well, minimum top of foundation elevations are to be shown. For development blocks shown on the subdivision plan, the final elevations shall be provided as required by the Township's Engineer.
- c) The lot grading plan shall provide for the proper drainage of the said lands including any block or easement and of all adjacent lands which drain through the said lands. Any blocks that are not used for building lots shall be landscaped to the Township's satisfaction.
- d) The lot grading plan shall be prepared in accordance with standard engineering practice for preparation of lot grading plans.
- e) All buildings and grading to be constructed on the said lands shall conform to the elevations on the overall lot grading plan as marked "approved" by the Township Engineer except where approval for tolerable variance has been obtained from or is given by the Township Engineer.
- f) The Subdivider shall include in the Offer of Purchase and Sale with each lot purchaser a clause that requires a lot grading security deposit in the form of cash or cheque in the amount specified in Schedule "G", that must be given to the Township prior to the receipt of a building permit. Any cheque received by the Township will be cashed and no interest will be paid thereon when the lot grading security deposit is returned to the current day property owner after satisfactory compliance. These individual lot security deposits are in addition to the overall lot grading security provided by the Subdivider. Any default in lot grading may result in the Township cashing the individual lot security deposit to correct any deficiencies to the lot grading. The Subdivider has ultimate responsibility to correct any deficiencies to the overall lot grading.
- g) Each lot purchaser shall prepare an individual site plan showing how he/she proposes to grade and build on the lot in accordance to the overall lot grading plan. The individual site plan shall be drawn to scale and shall include all elevations shown on Schedule "F". The individual Site Plans shall be submitted to the Township, at the time of the application for the building permit, and shall be approved by the Township Engineer.
- h) The Subdivider, either through its agents and/or contractors will ensure that no construction of any building will proceed beyond the completion of the foundation wall until the Subdivider or lot purchaser has supplied the Township with a Foundation Certificate from an Ontario Land Survey

23. h) or or Professional Engineer demonstrating that the elevation of the top of the foundation wall of the said building, as constructed, conforms within reasonable tolerance to the elevation shown on the said individual site plan and meets lot, zoning and building compliances. The Subdivider or lot purchaser agrees to provide to the Township said Certificate within seven (7) days from the date that the foundation has been backfilled and graded. To ensure compliance with this section of the Agreement, the Township will use a two-stage building permit system. The first stage will provide for foundation construction only and following the issuance and acceptance of the Foundation Certificate, a letter will be issued by the Township which will authorize implementation of the second stage which will be the balance of building construction.
- i) The above noted clause in the Offer to Purchase and Sale shall further provide that each owner shall apply to the Township for a lot grading check when all grading is satisfactorily completed. The Township shall instruct Township Engineer to make the inspection upon the application by the lot owner or purchaser. When the grading is found to be in conformity with the individual site plan and to be acceptable by the Township Engineer, the Township will release the lot grading security deposit, less the costs of the plan reviews and inspection(s) by the Township Engineer.
- j) The amount of the lot grading security deposit may be reviewed from time to time by the Township. The amount may be varied as deemed appropriate by a resolution of Council. The lot grading security deposit paid by the lot purchaser shall be the amount in effect at the time that a building permit is issued.
- k) Any failure of a Lot Purchaser to provide an acceptable lot grading and/or boulevard restoration within One (1) year of occupancy of the dwelling on the lot and prior to the expiration of the last and final 12 month warranty period for the applicable phase as provided by Section 28 will result in the Subdivider being responsible to attend to such if the Township deems it necessary. The Lot Purchaser in such instances will forfeit his deposit in favour of the Subdivider.

Existing Underground Services

24. The Subdivider agrees to attend to, or to pay the cost of, relocating any existing underground services if made necessary by reason of the subdivision of the lands as aforesaid either when so notified or within ten (10) days of the account for same being rendered by the Township.

Restoration

25. a) All adjacent and/or affected lands shall be restored to their original condition and graded to the satisfaction of the Township Engineer and the respective property owners. There shall be no trespassing within private property without the written consent of the property owners prior to entry. The Township shall be held free of all claims or actions which may result upon entry upon private property.
- b) The Subdivider agrees to indemnify the Township from any costs, directly or indirectly, related to damage done to curbs, sidewalks, asphalt, road bases, sod, water service boxes and other services on existing streets or on any easement during construction and building by anyone other than the Township until the issuance of the General Certificate of Release.

Letter of Credit

26. The Subdivider agrees:
- a) To deliver an irrevocable letter of credit in favour of the Township for each phase, which letter of credit shall be delivered at the time as indicated in the section on phasing. The letter of credit shall be for 110% of the estimated cost of the works for the applicable phase as set out in Schedule "C" or any amendment thereto. The letter shall be in the form attached hereto as Schedule "D" from a Canadian Chartered Bank in an amount calculated in accordance with this agreement and for the purpose of guaranteeing the completion of all works, including driveway work, and the payment of any monies due to the Township in accordance with this agreement. The Township, at its option, may accept such other security satisfactory to it in lieu of a letter of credit. It is agreed that the amount of the letter of credit shall be reduced from time to time, subject to the approval of the Township, in proportion to the works and services already installed or constructed.

26. b) The irrevocable letter of credit required under Paragraph 26(a) shall be reduced from time to time as the work is completed and accepted by the Township to a minimum of Ten Percent (10%) of the estimated cost of the municipal services for the applicable phase as set out in Schedule "C". The Ten Percent (10%) minimum will be held by the Township to cover all defects in the construction of the said works and services for a period of one (1) year from the date of acceptance by the Township of the said works and services. No such reduction shall be made until the Engineer certifies that at least 50% of the services required in the phase have been completed, that a Statutory Declaration that accounts have been paid is filed, and that any payments due to the municipality have been made.
- c) The value of the cash or letter of credit if filed at the time of the signing of this Agreement shall be based on the value of the items as shown in Schedule "C" herein. If the contracts as subsequently awarded for the items of work are for different values but values that the Engineer feels are representative of the work, the cash or letter of credit shall be increased by the Subdivider, or reduced by the Township, as appropriate to ensure that the security retained is 110% of the revised value.
- d) If at any time the Subdivider should sell the said lands while a Letter of Credit is in force, the Township and Township Solicitor shall be satisfied that satisfactory arrangements have been made to ensure that an adequate letter of credit exists to guarantee the completion of the work and the obligations of the Subdivider.
- e) The Letter of Credit may be drawn on by the Township in the event of any default in the completion of any improvements to be made to municipal roads or streets under this agreement or on providing of notice of any claim or lien, whether disputed by the Subdivider or not, under the Construction Lien Act, by any contractor, subcontractor, worker or supplier employed in or supplying goods to such project.
- f) The Subdivider agrees that the contract documents between the Subdivider and its Contractor engaged to install the services shall, where required by the Township, provide for Performance and Maintenance Bonds in the amount of One Hundred Percent (100%) of the contract value and the Subdivider shall provide the Township with proof of such bonding. The bonding shall provide for maintenance in accordance with the terms of this Agreement.
- g) The irrevocable Letter of Credit referred to in subparagraph (a) above shall contain the following clause: "It is a condition of this Letter of Credit that it shall be deemed to be automatically extended without amendment from year to year from the present or any future expiration date hereof, unless at least 30 days prior to the present or any future expiration date, the Township shall notify the Subdivider in writing by registered mail that the Township elects not to consider this Letter of Credit to be renewable for any additional period".
- h) The formula that the Township shall apply to reduce a letter of credit security will be such that the reduced letter of credit is always equal to at least ten percent (10%) of the work done plus one hundred and ten percent (110%) of the work remaining based on the estimates in Schedule "C" of this Agreement.
- i) The provisions contained in Section 22 (Driveways) and Section 23 (Lot Grading) with respect to the retention of driveway securities for lots not yet built upon shall be considered in any letter of credit reduction.

Performance Acceptance Certificate

27. a) It is agreed that, upon the request of the Subdivider, the Township Engineer will inspect the works completed in any phase of development. Upon recommendation of the Township Engineer and upon completion of any remedial work required, the Township will grant to the Subdivider a Performance Acceptance Certificate.
- b) Two Performance Acceptance Certificates may be issued for each phase. The first Certificate may be issued for all works except surface asphalt, boulevards and sidewalks. The second Certificate will be for the surface asphalt, sidewalks and boulevards.
- c) It is agreed that, one (1) year after the issuance of the last and final Performance Acceptance Certificate for any phase and after the expiry of the maintenance period for any phase, as set out in Section 28 of this Agreement and completion of any remedial work required by the Township and payment of all Township accounts, the Township will give a General Certificate of Release, such Release to be prepared and registered at the expense of the Subdivider.
- d) Prior to, or together with, the notification from the Subdivider stating that the public services are complete and requesting a Performance Acceptance Certificate of completion from the Township Engineer, the Subdivider agrees to:

27. d) i) furnish the Township with a statutory declaration by or on behalf of the Subdivider that the Subdivider has paid all accounts that are payable in connection with the installation and maintenance of the said work and that there are no outstanding claims relating to the work.
- ii) furnish the Township with mylar reproductions and digital copies/files of drawings showing all the works "as built", plus a signed statement from the Subdivider's Engineer that all public services were constructed as per the Contract Documents noting any exceptions thereto (required only at the time of final Performance Acceptance Certificates).
- iii) furnish the Township with a statement by a Registered Ontario Land Surveyor that he has found or replaced all standard Iron bars as shown on the Registered Plan (required only at the time of final Performance Acceptance Certificates).
- e) A Performance Acceptance Certificate will be issued for the works (or for the works of a phase where phasing is provided for) provided the following has occurred:
- i) All work except for driveways and final asphalt course placement is satisfactorily completed subject to noted and accepted minor deficiencies in the Township's discretion.
- ii) The roadbase did exist in a granular condition acceptable for building permit purposes and without any final asphalt surface over one full winter and spring period.
- iii) The videotapes of all completed storm and sanitary sewer lines have been reviewed and any required repairs and deficiencies have been attended to.
- iv) Catchbasins, sewer access holes, water valves and curb stops are matched to the existing grade of the roadway as required by the Township and are visible.
- v) All electrical and street lighting works are operable.
- vi) Completion of any and all remedial work required by the County and/or Township.
- vii) Payment of all outstanding Township accounts.
- viii) Filing of a certificate by the Subdivider's Engineer stating his satisfaction of the work completed.
- ix) Filing of a cheque to cover any required and unpaid levy, impost or connection charges.
- x) Attendance to provisions of Section 27. c) listed herein regarding the retention of securities for lots not yet built upon.
- xi) Attendance to items listed in Section 27. d) listed herein.
- f) The maintenance period for the work shall commence with the Performance Acceptance Certificate and shall be for a period of two (2) years.
- g) The Township may videotape the storm and sanitary services at any time during the maintenance period. Any deficiencies noted shall be attended to prior to final acceptance. If deficiencies are so noted, the costs of the videotaping shall be paid by the Subdivider. If deficiencies are not noted these videotaping costs shall be paid by the Township.

Maintenance

28. Upon completion of the public services and simultaneous with the issuance of any final Performance Acceptance Certificate for a phase, pursuant to Section 27 of this Agreement, the Subdivider agrees to ensure that the Township has in its possession, and to the satisfaction of the Township Solicitor, a certified cheque or letter of credit of value equal to 10% of the cost of all public services as indicated in Schedule "C" to guarantee the performance of the completed works and services, including hydro electric services, for a period of 12 months from the date of the issuance of the said certificate. At the end of the 12 month period, the certified cheque or letter of credit, less any amounts owed to the Township and previously invoiced to the Subdivider, shall be returned to the Subdivider. At this time, the Township may issue a General Certificate of Release, such release to be prepared and registered at the expense of the Subdivider. If the certified cheque should be cashed upon receipt, it shall be deposited in a special interest accruing account and the interest shall be returned to the Subdivider, with the principal, less any amounts owed to, and previously invoiced by, the Township.

Assumption

29. The Township shall accept the services on a phase by phase basis as completed in accordance with this Agreement upon request from the Subdivider and upon issuance of the Engineer's last and final Performance Acceptance Certificate for any phase, subject to the obligation of the Subdivider to maintain and repair the services for one year after such acceptance, and the Township shall at the next meeting of its Council following issuance of the Engineer's Certificate pass a resolution formally accepting the services. Upon acceptance of the services, the ownership of all roads and services provided for or on the said phase shall vest in and become the property of the Township. The Township Engineer shall provide the Subdivider with a certificate cosigned by the Township and in a form suitable for registration certifying that the services have been completed to his satisfaction and that the Subdivider has no further liability in respect of the services except to keep them in repair for a period of one year after the date of acceptance by the Township Council.

Failure to Carry Out the Terms of This Agreement

30. a) In the event that the Subdivider fails to install the hereinbefore described public services as and when required by the Township, or, having commenced to install the aforesaid services, fails or neglects to proceed with reasonable speed, or in the event that the aforesaid services are not being installed in the manner required by the Township, in addition to any other remedy the Township may have and upon the Township giving seven (7) days written notice by prepaid registered mail to the Subdivider, the Township, its servants, employees, or agents may, without further notice, enter upon the said lands and proceed to supply all materials and do all necessary works in connection with the installation of said services, including the repair or reconstruction of faulty work and the replacement of materials not in accordance with the specifications, and to charge the cost thereof, together with a management fee of 15% of the cost of such materials and works, to the Subdivider who shall forthwith pay the same upon demand by the Township.
- b) It is understood and agreed between parties hereto that such entry upon the lands shall be as agent for the Subdivider and shall not be deemed, for any purposes whatsoever, as an acceptance or assumption of the said services by the Township; and further, and without in any way limiting the generality of the agency relationship so constituted that, notwithstanding such entry and undertaking by the Township as provided in this paragraph, all duties, responsibilities and liabilities with respect to such works and services otherwise imposed on the Subdivider by virtue of this agreement shall remain in full force and effect against the Subdivider as if the Subdivider had himself undertaken and performed the said works and services.
- c) The Township, in addition, to all other remedies it may have, may issue stop work orders on any building permits that have been granted either to the Subdivider or to any other person and may refuse to issue further building permits until such services are completely installed in accordance with the requirements of the Township.
- d) If at any time the work or construction of the municipal services referred to herein, in the opinion of the Township, is not being carried out in accordance with the Plans and Specifications or in accordance with good engineering practice, the Township may stop all or any part of the work for any length of time until such work has been placed in a satisfactory condition.

Additional Works Required

31. The Subdivider agrees that if at any time and from time to time during the development of the subdivision, and up to the final release of any security, the Township, acting reasonably, is of the opinion that additional works are necessary to provide adequately any of the public services hereinbefore specified, the Subdivider shall construct, install or perform such additional works at the request of the Township, and all such terms and conditions of this agreement as apply to the public services herein before specified shall apply mutatis mutandis to such additional works required by the Township.

Emergency Repairs to Public Services Before Acceptance (Assumption)

32. When, and after the Subdivider has commenced development of the subject lands, but before the services have been assumed by the Township as provided hereinbefore, any of the public services to be provided herein by the Subdivider do not function or do not function properly and in the opinion of the Township repairs are necessary to be made immediately to prevent damage or hardship to persons or property, the Subdivider consents to the Township, its servants, employees or agents, entering upon the subject lands, and making whatever repairs may be deemed necessary and the Subdivider further agrees to reimburse the Township for any expense incurred in making the said repairs.

Liability of Owner

33. a) Until the Council of the Township shall have accepted the subdivision, as evidenced by the last and final Performance Acceptance Certificate for any phase in accordance with Section 27, the Subdivider agrees to indemnify and save harmless the County or the Township against all actions, causes of action, suits, claims, and demands whatsoever which may arise either directly or indirectly by reason of the Subdivider undertaking this Plan of Subdivision, or from any part or omission by the Subdivider, his agents, servants or contractors in the performance of any matter or thing in this Agreement.
- b) Without in any way limiting the generality of the foregoing, and notwithstanding any statutory provision or other rule of law as to the vesting or affixing of any liability in the County or the Township of any lands, roads, works or services referred to or provided for in this agreement, it is agreed by the parties hereto that the Subdivider shall indemnify and save harmless the County or the Township against all rates, assessments, levies or other charges accruing for any reason whatsoever with respect to such lands, roads, works or services, where such rates, assessments, levies or other charges accrue prior to the issuance of the last and final Performance Acceptance Certificate according to Section 27 hereof whether or not such rates, assessments, levies or other charges having accrued, are actually due and payable at the time of issuance of the said final performance acceptance certificate.
- c) Without in any way limiting the generality of the foregoing in the event that any works or services not expressly provided for in this agreement or in the plans or specifications pursuant thereto are, in the opinion of the County or the Township, required to be constructed, installed, repaired or maintained as a consequence, direct or indirect, of the undertaking, by the Subdivider, of this subdivision, or any Subdivider, of this subdivision or any work or thing to be done pursuant to this agreement, whether or not such construction, installation, repair or maintenance relates to works and services within the lands subdivided hereunder or elsewhere, then, upon the Township giving to the Subdivider notice in writing, by registered mail, of the nature of such construction, installation, repair or maintenance prior to the issuance of the final Performance Acceptance Certificate according to Section 27 hereof, the Subdivider agrees to indemnify and save harmless the County or the Township against all costs or other liabilities to which the Township may be subject in making or being required to make, such additional construction, installation, repair or maintenance.
- d) It is further agreed between the parties hereto that the Township may, at its option, require that the Subdivider provide security, satisfactory to the Township and its solicitors, for the performance of any liability imposed on the Subdivider by virtue of the provisions of this paragraph, notwithstanding and in addition to any other security provided for in this agreement and that, notwithstanding any other provision of the agreement, the Township, or the Township Engineer may refuse to cosign or issue any certificates of completion until such additional satisfactory security has been provided.

Liability and Property Damage Insurance

34. a) At the time of signing of this agreement, the Subdivider shall supply the Township with a comprehensive liability and property damage insurance policy in a form satisfactory to the Township, holding the said Township as well as the County, their agents and servants, harmless from any legal liability for losses, injuries, damages, claims, actions, demands, suits and costs arising directly or indirectly from anything or any work done by the Subdivider, his servants or agents on the said lands or on adjacent lands when constructing the public services or when doing anything in connection with this subdivision whether or not in performance of this agreement and in the amount of \$2,000,000 inclusive. The County or the Township and their employees and agents are to be named as the insureds in the said policy.
- b) The Policy shall be in effect for the period of this contract including the period of guaranteed maintenance.
- c) The issuance of such a policy of insurance shall not be construed as relieving the Subdivider from responsibility for other or larger claims, if any, for which he may be held responsible.
- d) The Subdivider shall prove to the satisfaction of the Township, annually and from time to time as the Township may require, that all premiums on such policy or policies of insurance have been paid and that the insurance is in full force and effect.

Default, Final Default

35. a) The Subdivider agrees that upon breach by the Subdivider of any covenant, term, condition or requirement of this Agreement, or upon the Subdivider becoming insolvent or making an

35. a) assignment for the benefit of creditors, the Township at its option, may declare that the Subdivider is in default. Notice of such default shall be given as provided in Section 30 hereof, and if the Subdivider shall not remedy such default within such time, as provided in the notice, the Township may declare that the Subdivider is in final default under this Agreement, and shall then forthwith give notice thereof to the Subdivider as provided in Section 30.
- b) Upon notice of default having been given, the Township may require all work by the Subdivider, its servants, agents, independent contractors and subcontractors to cease (other than any work necessary to attend to such default) until such default shall have been remedied, and in the event of final default may require all work as aforesaid to cease.
- c) Upon final default of the Subdivider the Township may, at its option, adopt or pursue any or all of the following remedies, but shall not be bound to do so:
- i) Enter upon the lands shown on the said plan of subdivision by its servants, agents and contractors and complete any work, services, repair or maintenance wholly or in part required herein to be done by the Subdivider and/or draw on, enforce, cash and/or apply any security available for this purpose.
 - ii) Make any payment which ought to have been made by the Subdivider and, upon demand, collect the amount thereof from the Subdivider and/or enforce any security available for this purpose.
 - iii) Retain or draw on any sum of money or security heretofore paid by the Subdivider or Lot Purchaser to the Township for any purpose, and apply the same in payment or part payment for any work which the Township may undertake.
 - iv) Assume any work or services at its option, whether the same are completed or not, and thereafter the Subdivider shall have no claim or title thereto or remuneration therefore.
 - v) Bring action to compel specific performance of all or any part of this Agreement for damages.
 - vi) Exercise any other remedy granted to the Township under the terms of this Agreement or available to the Township in law.
 - vii) Withhold any further building permits.

Construction Lien Act

36. a) Notwithstanding anything to the contrary contained in this Agreement, the Subdivider hereby agrees that the filing of any Liens pursuant to the Construction Lien Act, RSO 1990, and amendments thereto, with respect to the lands described in Schedule "A", shall constitute a default by the Subdivider of the terms of this Agreement and shall entitle the County or the Township to draw on any or all of the letter of credit provided by this Agreement and to utilize said draw to make payments into Court of the holdback together with the costs.
- b) The Subdivider agrees that it will hold back in its payments to any Contractor who may construct the services, such sums as are provided in accordance with the Construction Lien Act and will otherwise indemnify the County or the Township against any claims, actions or demands for Liens or otherwise in connection with the works and all costs in connection therewith. On the demands of the Township Engineer, the Subdivider agrees to forthwith take such steps to immediately discharge all Liens upon the services.
- c) The Subdivider agrees that, upon applying for final Performance Acceptance Certificate for any phase of development, he will supply the Township with a Statutory Declaration that all accounts for work and materials have been paid, or provided for, and that there are no claims or liens or otherwise in connection with such work done or materials supplied for or on behalf of the Subdivider in connection with this subdivision. The Subdivider shall have due regard to the requirement of the Construction Lien Act that advertisements be placed in appropriate trade papers notifying of substantial completion of contracts.

Soil Conditions

37. The Subdivider acknowledges and agrees that any Township approvals including (without restricting the generality of the foregoing) zoning, subdivision and site plan approvals do not verify or confirm the adequacy of soil conditions and the Subdivider accepts responsibility for soil conditions, including soil contamination and agrees to comply with the Environmental Protection Act and any other Legislation. The Subdivider agrees to indemnify and save the Township harmless from all actions or claims relating to soil conditions on the subject lands.

Subsequent Purchasers

38. The Subdivider agrees to provide to any subsequent purchaser of a lot or lots as shown on the Plan of Subdivision, on or before the date of execution of each Agreement of Purchase and Sale, the following:
- a) A copy of this Subdivision Agreement, as registered.
 - b) A copy of the Lot Grading Plan referred to in Section 23 of this Agreement on or before closing of any sale of any lot on said Plan of Subdivision.
 - c) A copy of Schedules "G" and "F" which sets out the Lot Purchaser's responsibilities with respect to building and lot grading.
 - d) A written notice advising any subsequent purchaser that he is required to comply with provisions as specified of this Agreement.
 - e) A copy of the survey plan showing lot and survey stakes.
 - f) A notice of any easement or other restriction that affects the lot.

Township's Expenses and Fees

39. The Subdivider agrees to pay, on or before execution of this Agreement, all expenses, including engineering, planning, administration and legal fees, incurred by the Township as a result of the Plan of Subdivision and to further pay all costs of the Township subsequently incurred as a result of the Plan of Subdivision. In connection with the Township costs to be incurred for Engineering related to each phase, after registration of the Plan, the Subdivider agrees to continue paying, on demand, to the Township a deposit by cash or cheque in the amount of Four Thousand, Five Hundred (\$4,500) Dollars. This deposit shall be used for the costs of the services and periodic supervision to be furnished by the Township and its Engineer and their agents in connection with the construction and installation of said services and in connection with the attendance to this Agreement.

Taxes, Local Improvements

40. The Subdivider agrees to commute all local improvements outstanding on any part of the lands and pay all taxes on the lands prior to the release of the Plan and before the issuance of the Township's letter of release with respect to draft conditions of approval of the County.

Drainage Act Costs

41. The Subdivider agrees to pay in full and when billed all Municipal Drain assessments, if in accordance with the Drainage Act, RSO 1990 or its successors that may be assessed by the report of an Engineer on any or all lands or streets of the said lands, if such report is adopted as a by-law prior to the final assumption of the public services, except that those assessments to lots that have been sold prior to the submission date of the Drainage Engineer's report are to be paid by the new lot owner. Where lots are sold after the submission date and prior to the levying of any assessment the Subdivider shall either reimburse to the lot purchaser his assessment or shall pay such assessment on behalf of the lot purchaser.

Registration of Agreement

42. The Subdivider warrants this Agreement shall be registered on title to the said lands as a first encumbrance prior to any mortgages or liens. The Subdivider consents to and will pay for the registration of this Agreement on title to the lands herein described within fifteen (15) days of the date of mailing of two fully signed copies of this Agreement to the Subdivider or its solicitors by registered mail or personal delivery. The Agreement shall be registered by the Subdivider's solicitors who shall, at the expense of the Subdividers but for the benefit and reliance of the Township, provide the Township with a title opinion confirming the Agreement is a first charge on such lands subject only to any municipal charges or other encumbrances accepted by the Township prior to signing of this Agreement. A duplicate registered copy of this agreement shall be returned to the Township. If the agreement is not registered within fifteen (15) days of the date of delivery of two fully signed copies of this agreement to the Subdivider or its solicitors for registration as aforesaid, the Township may register the Agreement and charge to the Subdivider any expenses incurred for such registration or for examination of title or encumbrances by the Township when the payment is required for the first or subsequent building permit(s) issued.

Expenses to be Paid by Subdivider

43. a) Every provision of this Agreement by which the Subdivider is obligated in any way shall be deemed to include the words "at the expense of the Subdivider" (notwithstanding that certain of the provisions herein specifically so indicate) unless the context otherwise requires.
- b) Any amounts due shall be paid as required by this Agreement and any sums that are not so paid will have interest charged at the rate of 15% per annum calculated from the date the amount was due.

Use of Services and Works

44. The Subdivider agrees that:
- i) the public services herein referred to may be used by the Township or other authorized persons for the purposes for which such services are designed;
 - ii) such use shall not be deemed as acceptance of the services by the Township;
 - iii) such use shall not in any way relieve the Subdivider of his obligations in respect of the construction and maintenance of the services so used;
 - iv) Water and electricity required by any contractor(s) shall be supplied by the Subdivider at his own expense.

Notices

45. Any notices required or permitted to be given pursuant to the terms of this Agreement shall be given in writing sent by prepaid registered post, addressed as follows:
- Subdivider – Drumbo Development Corporation,
10795 Highway 9, Caledon, Ontario, L7E 0G5
- Township – Township of Blandford-Blenheim, 47 Wilmot St. S., P.O. Box 100,
Drumbo, Ontario, N0J 1G0
- County – County of Oxford, P.O. Box 397, Court House, Woodstock, Ontario, N4S 7Y3

Schedules

46. The hereto attached schedules form part of this Agreement: namely schedules A to I inclusive.

Lot Releases

47. In the event that the Subdivider should apply for a release of any lot in the plan of subdivision from the terms of this Agreement, or should apply for and request the filing of a Notice of Compliance with respect to any of the lands in the subdivision, the Township shall not be obligated to issue either a lot release or Notice of Compliance with respect to any lands in the plan of subdivision until such time as the final Performance Acceptance Certificate has been issued for the applicable phase in accordance with Section 27 of this Agreement, and in any event, no such release or Notice of Compliance shall be issued until the Township is satisfied with the driveway construction, until the Township shall first have received from the Township Engineer a Certificate stating that any building erected on the lands for which a release or Notice of Compliance is requested and the final grading of such lands is in conformity with the grading and drainage plans forming part of this Agreement, or that any variation from the grading and drainage plans is approved by the Township Engineer.

General

48. a) Nothing in this Agreement exempts the Subdivider or anyone claiming by or through or under it from compliance with any by-law of the County, the Township, or any Statute or Regulation of Ontario, or of Canada, or of any other law, nor exempts the Subdivider from any liability accruing to it as the owner of the lands.
- b) Each of the parties agrees to do all acts within its power necessary or proper to be done by it to carry out the intention of this Agreement which is to secure a development of good quality and free from drainage and other functional problems.
- c) The Subdivider, where used in this Agreement, shall mean and include an individual, association, partnership, or incorporated company and wherever the singular is used herein it shall be construed as including the plural and wherever the masculine is used, it shall be construed as including the feminine.

48. d) The Subdivider agrees to not call into question directly or indirectly in any proceedings whatsoever in law or in equity or before any administrative tribunal, the right of the Township to enter into this Agreement and to enforce each and every term, covenant and condition herein contained. This Agreement may be pleaded as an estoppel against the Subdivider in any such proceedings.
- e) It is hereby agreed that this Agreement and the covenants, provisions and conditions contained herein shall ensure to the benefit of and be binding upon the respective heirs, executors, administrators, successors or assigns of each of the parties hereto.

Estoppel re: County's Conditions

49. The Subdivider irrevocably agrees that all conditions and requirements herein contained have been imposed by the County prior to registration of the plan as a condition of its approval of the Plan of Subdivision, and the Subdivider irrevocably agrees that this provision may be pleaded as a complete estoppel in any action or proceeding in which it is otherwise alleged.

Phasing

50. a) This Agreement shall apply to any or all phases of development for the lands described in Schedule "A".
- b) The first phase of development shall constitute the entire plan of subdivision being 66 lots, numbered Lots 1 to 66.

Commencing Construction Prior to Plan Registration

51. The Subdivider agrees that if he wishes to proceed with the installation of services prior to registration of the subdivision plan, he will do so only upon the written authorization of the Township and only upon the prior completion of the following:
- a) Execution and registration of the Agreement and any Amending Agreements necessary to facilitate staging of development.
 - b) All approvals as to engineering obtained from the Grand River Conservation Authority, the Ministry of the Environment, Certificate of Approval for all applicable storm, sanitary and water supply, the County and the Township.
 - c) One hundred and ten percent (110%) sureties for servicing provided in accordance with Section 26 of this subdivision agreement.
 - d) The Township confirmation that appropriate zoning for the development, or any subsequent phase of development, has received final approval.
 - e) Township having been advised by the County that:
 - 1. The County has approved the final plan to be registered, as submitted by the Subdivider.

In the event that the Subdivider receives authority to proceed pursuant to the above procedure, then the Subdivider acknowledges and agrees that such servicing is done at the Subdivider's sole risk and the Subdivider agrees hereby to indemnify the County or the Township with respect to any claim or loss which may occur as a result of the Plan being registered other than in accordance with the approved final plan upon which the servicing was based.

PART II

SPECIAL PROVISIONS

The Subdivider agrees with the Township as follows:

1. That all references to Lots, Streets, Blocks and Reserves are as shown on the plan in Schedule "E" being the Plan of Subdivision, File Number 32T-92006.
2. That all road allowances within the plan of subdivision are to be dedicated as a public highway to the Township free and clear of encumbrances and shall have a minimum width of 20 metres.
3. That Block 67 being the Open Space/Storm Water Management Area shall be maintained in a natural state in accordance with provisions to be provided by the Grand River Conservation Authority.

4. That Block 67 shall have bollards installed at all individual lot corners and angles denoting the limits of the Open Space/Storm Water Management Area. The bollards are to be Pressure Treated lumber, or equivalent, 15cm. by 15cm. diameter with 1.2m to be buried and 0.9m to protrude above the grade. The exposed bollards may have an angle cut with all cuts to be preserved. The bollards are to be located a distance of 0.3m inside the SWM area in line with the property survey bars. The supply and installation of a boundary/privacy fence along the rear lot line abutting the Open Space/Storm Water Management Area is the total responsibility of the individual lot owner.
5. That Blocks 68 and 69 are deemed to be a maintenance road access to service Block 67 and the provision contained in Schedule "B" shall apply.
6. That Block 70 shall be curbed around the intersection and an access road constructed from Peterson Street to the property line between the County and Block 70, with the balance of the Block to be landscaped in the same manner as adjoining properties within the Plan of Subdivision and the provisions contained in Schedule "B" shall apply. The north limit and east limit of Block 70 adjacent to Lot 21 and Peterson Street respectively shall be fenced.
7. That the Two (2) Future Lots (owned by others), being Part 2 and 3 according to Reference Plan 41R-5670 shall be serviced from Peterson Street to the Property Line.
8. That sidewalks shall be provided in the following locations:
 - i) From the existing Sidewalk on Wilmot Street to Peterson Street.
 - ii) From Station Street to the north east corner or the driveway access of Lot 34 along the west side of Peterson Street.
9. To provide a certification from an Ontario Land Surveyor that all lots and blocks conform to the zoning requirements of the Township Zoning By-law, specifically for lot areas, lot frontages and lot depths.
10. That prior to the issuance of a building permit, the Subdivider agrees to pay all of the development charges in force at the time of building permit issuance.
11. The Owner and Township agree that cash in lieu of the land dedication for park purposes shall be required for this Plan. The amount shall be based on a land value of \$12,000.00 per acre and shall be for five (5) percent of this amount.
12. A standard page wire fence currently exists along the rear of Lots 1 through 19 in the Plan of Subdivision and the abutting agricultural lands to the north. The owner of the agricultural lands to the north is permitted to upgrade the boundary fence to a 1.5m (5 foot) high pressure treated privacy fence in selected areas along the boundary provided the agricultural owner is willing to bear the additional costs of the upgrade. The Township will determine the suitability of the existing fence at the time of construction on the lots. The developer is responsible for the page wire fence until Occupancy permits are issued for Lots 1 through 19 in the Plan..
13. The Owner covenants and agrees that capacity for municipal services within the Village of Drumbo is limited for the subject lands and the number of building permits available for this subdivision development will be restricted by the Township. Until such time as the Township has been advised, in writing, by the County Director of Public Works that the County has made the necessary arrangements to increase servicing capacity for the Village of Drumbo, and provide adequate services for the subject lands, Lots 19 to 51, inclusive, shall be prohibited from securing building permits.
14. The Owner covenants and agrees that where any serviced Lot is intended to be developed as private property (not a public use), and no building permit is available or proposed to be obtained during the current year, the vacant lot shall be suitably graded and landscaped with a grass (hydro-seed) cover and maintained to keep weeds and grasses under control, to the specifications of the Township and at no cost to the Township. The provisions of the Township Clean Yard By-law shall apply.
15. That Lots 20 and 21 be designated as a "Future Development" block and that within two (2) years after the build-out of 75% of the subdivision the Ministry of Environment and Energy, the County and the Township shall evaluate the odours and complaint histories of the County water and sewer plant and determine if this block can be subdivided for residential purposes.

16. That the following special conditions shall apply:
 - a) The Owner agrees to fully implement all the recommendations of the Noise Impact Study prepared by Howe Gastmeier Chapnik Limited (dated December 1, 1995), as modified, all at no cost to the Township and/or County.
 - b) Prior to final approval of the plan to be registered, the Ministry of Environment shall be in receipt of a copy of the fully executed subdivision agreement, which incorporates the requirement to implement the Noise and Impact Study referenced in Clause 16. a), and the Ministry shall provide written acknowledgement thereof.
17. The Subdivider shall include notice in all agreements of purchase and sale that there are existing agricultural operations in the area and they have a potential for odours, noise and dust.
18. The Township will provide a building permit for a Model Home/Sales Centre on Lot 1 within the Plan of Subdivision, located at 5 Peterson Street, on the lands described in Schedule "A". The Township will not provide an occupancy permit for the Model Home/Sales Centre and the Subdivider will not permit occupancy until the lot that the home is situated on is Registered in an M-Plan, water/sanitary sewer and storm sewer services are installed to the dwelling and the appropriate securities have been posted. All Development charges for the said single family dwelling unit shall be payable at the current rates in effect immediately prior to receiving an Occupancy permit.

IT IS DECLARED and AGREED that this Agreement and the covenants, provisions, conditions and schedules herein contained shall ensure to the benefit of and be binding upon the respective heirs, executors, administrators, successors or assigns of each of the parties hereto.

IN WITNESS WHEREOF the Subdivider has hereunto set his hand and seal.

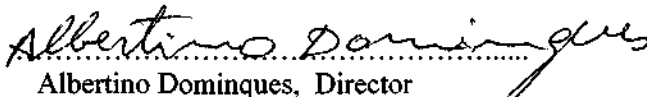
AND IN WITNESS WHEREOF the Township has hereunto affixed its Corporate Seal under the hands of its proper officers in that behalf.

SIGNED, SEALED AND DELIVERED

DRUMBO DEVELOPMENT
CORPORATION

n the presence of

(SEAL)


Albertino Dominques, Director
I have the authority to bind the Corporation

Approved and authorized by
By-law Number 1540-2007 enacted
the 5th day of December, A.D. 2007.

(SEAL)

THE CORPORATION OF THE
TOWNSHIP OF BLANDFORD-BLENHEIM


Kenn R. Howling, Mayor

Keith Reibling, Clerk-Administrator

THE CORPORATION OF THE
COUNTY OF OXFORD

(SEAL)

.....
Paul J. Holbrough, Warden
.....
Ken J. Whiteford, C.A.O./Clerk

LIST OF SCHEDULES

- A) Legal Description
- B) Engineering Requirements
- C) Cost Estimates
- D) Letter of Credit
- E) Plan to be Registered
- F) Site Plan Requirements
- G) Sample Notice to Builders/Owners
- H) Blocks and Easements
- I) Standard Road Cross Sections

SCHEDULE "A"

LEGAL DESCRIPTION

In the Township of Blandford-Blenheim, former Township of Blenheim, in the County of Oxford,
being composed of Part of Lot 13, Concession 7, more particularly described as Parts 1, 2,
3 and 4 on Reference Plan 41R-7646.

SCHEDULE "B"

ENGINEERING REQUIREMENTS

1. General

All work and servicing is to be completed in accordance with the applicable Ontario Provincial Standard Drawings and Specifications.

Applicable design methods and parameters, standards and specifications are to be approved by the Township Engineer and/or the County Director of Public Works, as applicable.

Location of services to individual lots is to be as follows:

- services go to narrow frontage of lot
- water goes to centreline of lot
- storm is 1.5 metres to left (facing the lot)
- sanitary is a further 1.5 metres to the left (facing the lot)
- on corner lots services shall be shifted as necessary so that no service is closer than 9m to side street line.

Storm, water and sanitary works will be subject to Ministry of Environment's Certificate of Approval.

2. Water Distribution System

Minimum sizing of watermains throughout to be 150mm in diameter. Final sizing to consider areas of future development as indicated by the Township and to be in accordance with approved hydraulic analyses to show that required fire flows can be provided.

Hydraulic analyses shall evaluate the need to extend the watermain.

Materials for watermains shall be as follows:

Mains - PVC AWWA C900 Class 150 DR18, certified to CSA Standard B137.3 with ductile iron fittings conforming to ANSI/AWWA C110-87/21.10-87.
Tracer wire and anodes required at fittings.

Services - 19mm Type K copper
- Non single family residential lots to be separately evaluated

Hydrants - As used in existing adjacent subdivision

Valves - As used in existing adjacent subdivision

Service saddles to be used on all services into PVC pipe

Minimum cover to be 1.8 metres.

Copper water services will be provided to all single family lots with curb stops and boxes at the street line. Semi-detached lots (if applicable) to have separate connections for each unit.

All watermains will be pressure and leakage tested in accordance with the Provincial specifications and in accordance with AWWA standards.

Swabbing, flushing and disinfecting operations and disposal of wastewater shall be undertaken prior to placing the system into operation. Water samples will be collected, tested and approved prior to the watermain being placed in service.

3. Storm Sewer System and Lot Drainage/Grading Plan

A storm sewer collection and management system and lot drainage plan will be designed in accordance with the requirements of the Township Engineer.

3. Storm Sewer System and Lot Drainage/Grading Plan

A Storm Water Management Report and Erosion Control Plan will be prepared to the satisfaction of the Township and the Grand River Conservation Authority as necessary. The report shall indicate what maintenance is required and permitted with respect to the lands in Block 67.

Storm sewers will be required to the satisfaction of the Township.

Storm pipes to be concrete sewer pipe with filter wrapped mortar joints.

Catchbasin leads may be PVC.

Private drain connections to be 100mm dia. PVC at a minimum grade of 1%. Private drain connections at property line to be below basement levels where possible.

Subdivider to ensure overflow path (roadway or open lands) for 100 year storm exists such that no damage to existing or proposed houses results.

Each single family lot will be serviced with a single storm connection from the storm sewer to the street line for sump pump discharge. Semi-detached lots (if applicable) to have a separate connection for each unit.

The minimum diameter for storm sewer mains and double catchbasin leads will be 300mm. Single catchbasin leads will be 250mm in diameter.

All complete storm sewers shall be examined by video camera work and the video shall be supplied to and reviewed by the Township prior to acceptance.

The minimum cover on storm pipes is to be 1.2 metres.

Sewer access holes shall be spaced not more than 90 metres apart and shall be located on all storm sewer mains having a diameter greater than 300mm.

Roof water leaders shall be directed to side yard swales (ie. discharged above grade) or to "dry wells" if required to satisfy any requirement for infiltration enhancement.

Roof water leaders shall not be connected directly to the Storm Sewer System.

The storm system is to be incorporated pursuant to the Drainage Act, RSO 1990, and amendments thereto.

4. Roads and Boulevards

All streets are to be constructed in accordance with Schedule "I" with a face of curb to face of curb distance of 8.5 metres.

All rights-of-way shall be 20.0 metres.

Pavement design shall consist of a minimum of 300mm of Granular "B" and 150mm Granular "A" roadbase, 45mm of HL4 to HL6 binder course asphalt and 35mm of surface course asphalt (HL3) on all streets. This design to be substantiated or increased as required by a geotechnical report. The base asphalt shall be constructed before any building permits are issued.

Mountable curb and gutter will be installed on all streets.

Radius of asphalt (outer edge) on cul-de-sacs to be 17 metres. Entire island to be paved.

All driveway ramps shall consist of 250mm of Granular "A" and 50mm of HL3A asphalt, paving stone or concrete from the back of curb to the sidewalk and/or property line. Minimum width of 3.0 m (9.8 ft.) and maximum widths of 9.0 m (29.5 ft.) or 50% of the front yard or exterior side yard respectively at the street line may be occupied by a driveway.

Maintenance Road Access - Block 68 to Open Space/SWM Area

- 6m total width of Access located as per Drawing GA-1
- 300mm Granular B, 200mm 30MPa Concrete, Terrafix 270-R Filter Fabric as contained in Drawing D1 shall be constructed on the Block access
- Portion of Access contained in Block 67 to be Turf Stone detail
- Balance of the Block access to be landscaped in the same manner as adjoining properties
- Bollards to be installed in accordance with Sub-Section 4 of the SPECIAL PROVISIONS section

Maintenance Road Access - Block 69 to Open Space/SWM Area

- 7.06m total width of Access located as per Drawing GA-1
- 300mm Granular B, 40mm Bedding Sand, Turfstone Interlocking Concrete Pavers, Terrafix 270-R Filter Fabric as contained in Drawing D1 shall be constructed on the Block access
- Balance of the Block access to be landscaped in the same manner as adjoining properties
- Bollards to be installed in accordance with Sub-Section 4 of the SPECIAL PROVISIONS section

Access Road Paved – Block 70 to County Sanitary Treatment Plant and Water Pumping Station

- 8m width of roadway located as per Drawing GA-1
- 6m width of asphalt
- 300mm Granular B, 250mm Granular A, 100mm HL8 Asphalt (2 lifts - 50mm each)
- Remainder of access road is on County property and shall connect to the existing roadway with a 6m width of 300mm Granular B, 250mm Granular A

5. Sewage Collection System

This development shall be serviced by sanitary sewers. Connection will be made to the existing 200mm sanitary sewer stub off Station Street and Wilmot Street North (Oxford Road 3). Sizing of all mains shall take into account upstream development and stubs shall be provided.

Minimum size of 200mm sewer mains shall be provided for this development. Each single family lot will be provided with a 100mm service connection and semi-detached lots (if applicable) will have separate 100mm service connections for each unit to the sanitary sewer main.

The design shall consider the depth and sizing of future lines. The need for a pumping station shall be identified and provided for, if necessary.

Materials shall be PVC-DR35 for mains and DR28 for services.

All testing as required by the Provincial Specifications shall be conducted.

Sewer access hole grates in any sag locations shall have waterproof grates.

All completed sanitary lines shall be examined by video camera work and the video shall be supplied to and reviewed by the Township prior to acceptance.

Kor-n-seal connector systems at sewer access holes are required.

Maximum spacing of sewer access holes to be 90 to 120 metres.

Minimum slopes for 200mm mains are as follows:

- First length - 1.0%
- Remainder - 0.6%

6. Signs

Traffic signs and street name signs, in accordance with Provincial and Township standards, will be required on all streets.

Stop signs are required at the following locations:

- Peterson Street at Wilmot Street
- Peterson Street at Station Street
- Block 70 (Access Road to County Property) at Peterson Street

Street name signs are required at the following locations:

- Peterson Street at Wilmot Street
- Peterson Street at Station Street
- Civic Address sign(s) for Block(s) 68, 69 and 70 access points

7. Boulevards

Boulevards shall be topsoiled and sodded from the back of curb to the limit of the road right-of-way or to the sidewalk, as applicable. Topsoil to be 100mm minimum.

8. Street Lighting

Street lighting shall be installed in accordance with the current standards and specifications of Hydro One Networks Inc. and the Township.

Street lighting will be required as per Schedule "T" on all new streets. The street lighting will generally be located only on one side of the Street..

All street lights to be individually wired complete with disconnect switch to a separate box.

9. Utilities

Hydro, gas, cable and telephone services will be provided to all Lots in the subdivision. Services to be installed underground and in accordance with the standards and specifications of the utility company concerned and in accordance with the Standard Cross-Section for a Residential Street in Schedule "T".

10. Fencing

During all stages of construction for any phase of development that abuts existing agricultural and developed land, appropriate fencing to control erosion, sedimentation and trespass will be erected and maintained by the Subdivider, subject to the specifications of the Township.

The fencing required for Block 70 shall consist of 1.8m high Chain Link Fence (CLF) with a 6.0m wide double swing gate as per OPSD 977.130 and 972.102

11. Sidewalks

Sidewalks, when required, are to be 1.5 metres wide on County Roads and 1.2 metres wide on Township Streets, 150mm thick on a Granular "A" base of 150mm.

Wheelchair ramps required at all intersections.

12. Engineering

Plans and specifications for the work must be provided by the owner and approved by the Township, and all other appropriate agencies, prior to any on-site construction and prior to execution of this Agreement. The owner shall also provide full-time inspection services during all construction phases. Sizes of, scales of, purpose of, and data included on drawings are to be approved by the Township.

SCHEDULE "C"

ESTIMATED COST OF SERVICES (2007 DOLLARS)

SUBDIVISION AGREEMENT BETWEEN The Township of Blandford-Blenheim, The County of Oxford and the "Subdivider", Drumbo Development Corporation.

(A)	SEWER SYSTEM (SANITARY SEWER)	\$ <u>220,621.08</u>
(B)	DRAINAGE WORKS (STORM SEWER)	\$ <u>386,600.39</u>
(C)	WATER SYSTEM (WATERMAIN)	\$ <u>148,346.26</u>
(D)	ROADWAY CONSTRUCTION (as per Plan)	\$ <u>279,062.42</u>
(D1)	ROADWAY RESTORATION (Existing Roads)	\$ <u>4,666.20</u>
(E)	STREET LIGHTS, POWER AND COMMUNICATION	\$ <u>281,000.00</u>
(F)	MISCELLANEOUS	\$ <u>129,329.75</u>
(G)	DEPOSITS FOR DRIVEWAY SECURITIES	\$ <u>21,120.00</u>
Sub-Total (Section(s) (A) to (G) :		\$ 1,470,746.10
(H)	CONTINGENCIES (10%) OF ABOVE	\$ <u>147,074.61</u>
TOTAL		\$ <u>1,617,820.71</u>

SCHEDULE "D"

TYPICAL LETTER OF CREDIT

BANK LETTERHEAD

Letter of Credit No.: _____

Total Amount: _____

Date: _____

Branch: _____

TO: The Corporation of the Township of Blandford-Blenheim

UNCONDITIONAL IRREVOCABLE LETER OF CREDIT

We hereby authorize you to draw on _____
_____ for account of our customer, _____
up to an aggregate amount of _____
dollars (\$) _____ available by drafts at sight as follows:

Pursuant to the request of our customer, the said _____
we, the _____
hereby establish and give to you this unconditional irrevocable letter of credit in your favour in the total
amount of _____ dollars (\$) _____ which may
be drawn on by you at any time and from time to time upon written demand for payment made upon us by
you, which demand we shall honour without enquiring whether you have a right as between yourself and
our said customer to make such demand and without recognizing any claim of our said customer.

Provided, however, that you are to deliver to the _____

at such time as a written demand for payment is made upon us a certificate signed by your Treasurer or
Deputy Treasurer, Clerk or Deputy Clerk agreeing and/or confirming that moneys drawn pursuant to this
Letter of Credit are to be used to perform any outstanding obligations of our said customer to you or to
ensure that any outstanding obligations of our said customer to you are performed.

It is understood and agreed that the obligation of the under-signed under this Letter of Credit is an
obligation to pay money only and that in no circumstances shall the undersigned be obliged to perform or
cause to perform any of our customer's actual obligations to you.

The amount of this Letter of Credit shall be reduced from time to time as advised by notice in writing
given to us by you from time to time.

This Letter of Credit will continue up to _____ and will expire at
the close of business on that date and you may call for payment of the full amount outstanding under this
Letter of Credit at any time prior to the close of business on that date should this Letter of Credit not be
renewed.

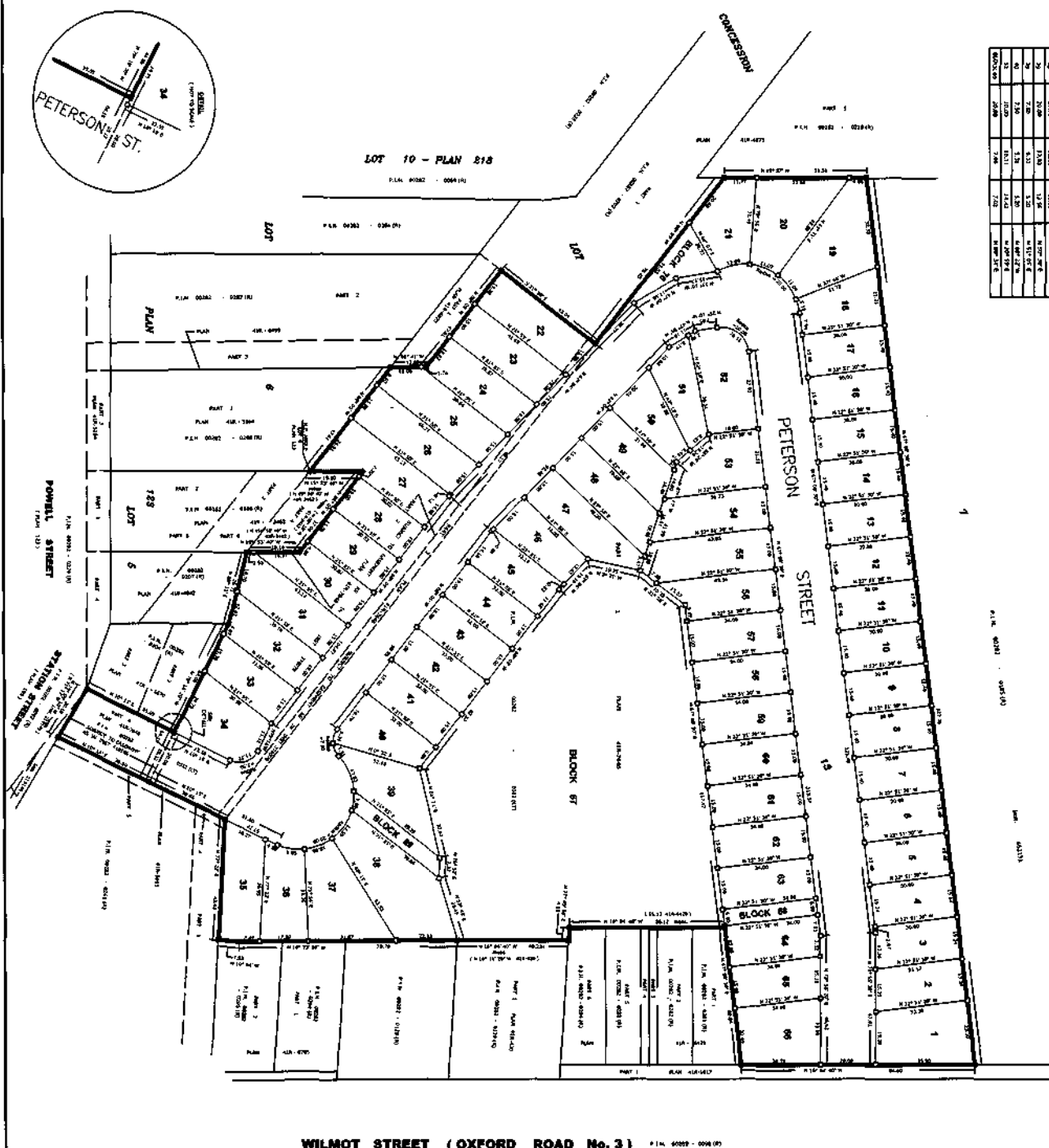
We agree to advise you on or before _____
(one month prior to expiry date set out above)

as to whether this Letter of Credit has been or will be renewed by us and if we fail to do so then this
Letter of Credit shall be deemed to be automatically renewed for a further year and so on from year to
year thereafter. It is a condition of this Letter of Credit that it shall be deemed to be automatically
extended without amendment from year to year from the present or any future expiration date hereof,
unless at least 30 days prior to the present or any future expiration date, the Township shall notify the
Subdivider in writing by registered mail that the Township elects not to consider this Letter of Credit to
be renewable for any additional period.

Partial drawings hereunder are permitted.

SCHEDULE "E"
PLAN TO BE REGISTERED
REDUCED COPY OF THE PLAN TO BE REGISTERED

SCHEDULE OF CURVES				
LOT	POUNDS	A.M.C.	CORROD	BEZELAND
1	30.00	1.10	2.50	0.25
2	30.00	1.10	2.50	0.25
3	30.00	1.10	2.50	0.25
4	30.00	1.10	2.50	0.25
5	30.00	1.10	2.50	0.25
6	30.00	1.10	2.50	0.25
7	30.00	1.10	2.50	0.25
8	30.00	1.10	2.50	0.25
9	30.00	1.10	2.50	0.25
10	30.00	1.10	2.50	0.25
11	30.00	1.10	2.50	0.25
12	30.00	1.10	2.50	0.25
13	30.00	1.10	2.50	0.25
14	30.00	1.10	2.50	0.25
15	30.00	1.10	2.50	0.25
16	30.00	1.10	2.50	0.25
17	30.00	1.10	2.50	0.25
18	30.00	1.10	2.50	0.25
19	30.00	1.10	2.50	0.25
20	30.00	1.10	2.50	0.25
21	30.00	1.10	2.50	0.25
22	30.00	1.10	2.50	0.25
23	30.00	1.10	2.50	0.25
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30	30.00	1.10	2.50	0.25
31	30.00	1.10	2.50	0.25
32	30.00	1.10	2.50	0.25
33	30.00	1.10	2.50	0.25
34	30.00	1.10	2.50	0.25
35	30.00	1.10	2.50	0.25
36	30.00	1.10	2.50	0.25
37	30.00	1.10	2.50	0.25
38	30.00	1.10	2.50	0.25
39	30.00	1.10	2.50	0.25
40	30.00	1.10	2.50	0.25
41	30.00	1.10	2.50	0.25
42	30.00	1.10	2.50	0.25
43	30.00	1.10	2.50	0.25
44	30.00	1.10	2.50	0.25
45	30.00	1.10	2.50	0.25
46	30.00	1.10	2.50	0.25
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60	30.00	1.10	2.50	0.25
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62	30.00	1.10	2.50	0.25
63	30.00	1.10	2.50	0.25
64	30.00	1.10	2.50	0.25
65	30.00	1.10	2.50	0.25
66	30.00	1.10	2.50	0.25
67	30.00	1.10	2.50	0.25
68	30.00	1.10	2.50	0.25
69	30.00	1.10	2.50	0.25
70	30.00	1.10	2.50	0.25
71	30.00	1.10	2.50	0.25
72	30.00	1.10	2.50	0.25



PLAN 43M.

CERTIFICATE OF REGISTRATION

I CERTIFY THAT THIS PLAN (LTP) IS REGISTERED IN THE LAND REGISTRY OFFICE FOR THE LAND TITLE DIVISION OF COURTS AT OTTAWA ON THE _____ DAY OF _____, 2001, AND ENTERED IN THE REGISTERS FOR A.L. 6032-012 (LTP) AND ASSURED CREDITORS ARE REGISTERED AS PLAN 6004089 No. 00.

Life expectancy

ALL ON P.L.N. 00025, 0512 (17)
 LOTS 22 TO 34 (BOTH INCLUSIVE), SUBJECT TO EASEMENT OF IN PART, 37-0679
 LOTS 32 AND 33, SUBJECT TO EASEMENT AS IN PART, 37-0679
 STREET & SUBJECT TO EASEMENT AS IN PART, 37-0679
 37-0679 AND 418820

PLAN OF SUBDIVISION

LOT 13
CONCRETE

CONVULSION

**TOWNSHIP OF BLENNETH
ALONG IN THE
TOWNSHIP OF BLANDFORD - BLENNETH
COUNTY OF OXFORD**

SCALE 1-7

EXERCISES

CONCLUSIONS

T.H. BROOKS SURVEYING LTD

SUPPLYING CREDIT

-
-
3. THIS SUITING AND PLAYING CONDUCT AND IN ACCORDANCE WITH THE STATUTE ACT, THE STATUTES ACT AND THE UNITED STATES ACT AND THE RELEVANT ACTS AND UNDER THEM.

DECEMBER 27th, 1907

DATE

PORTFOLIO LIAISON BANKING

COMMUNIST CRYPTICITY

1. VOTES 1 TO 34 SOUTH INCLUSIVE, BLOCKS 47, 56, 57 AND 76 AND THE STREET MAINTENANCE STREET A MALE BERRY LAD OUT IN ACCORDANCE WITH OUR INSTRUMENTS

2. THE STREET BE BERRY DEDICATED TO THE CORPORATION OF THE TOWNSHIP OF SAUNDERS - ALTERNATELY AS A PUBLIC HIGHWAY

DATE: 11/11/2011

**PRIMEO DEVELOPMENTS
CORPORATION**

These are appropriate to most
 Paul 02/06/04/05/06

RELEVANT INFORMATION

Life

[illegible]

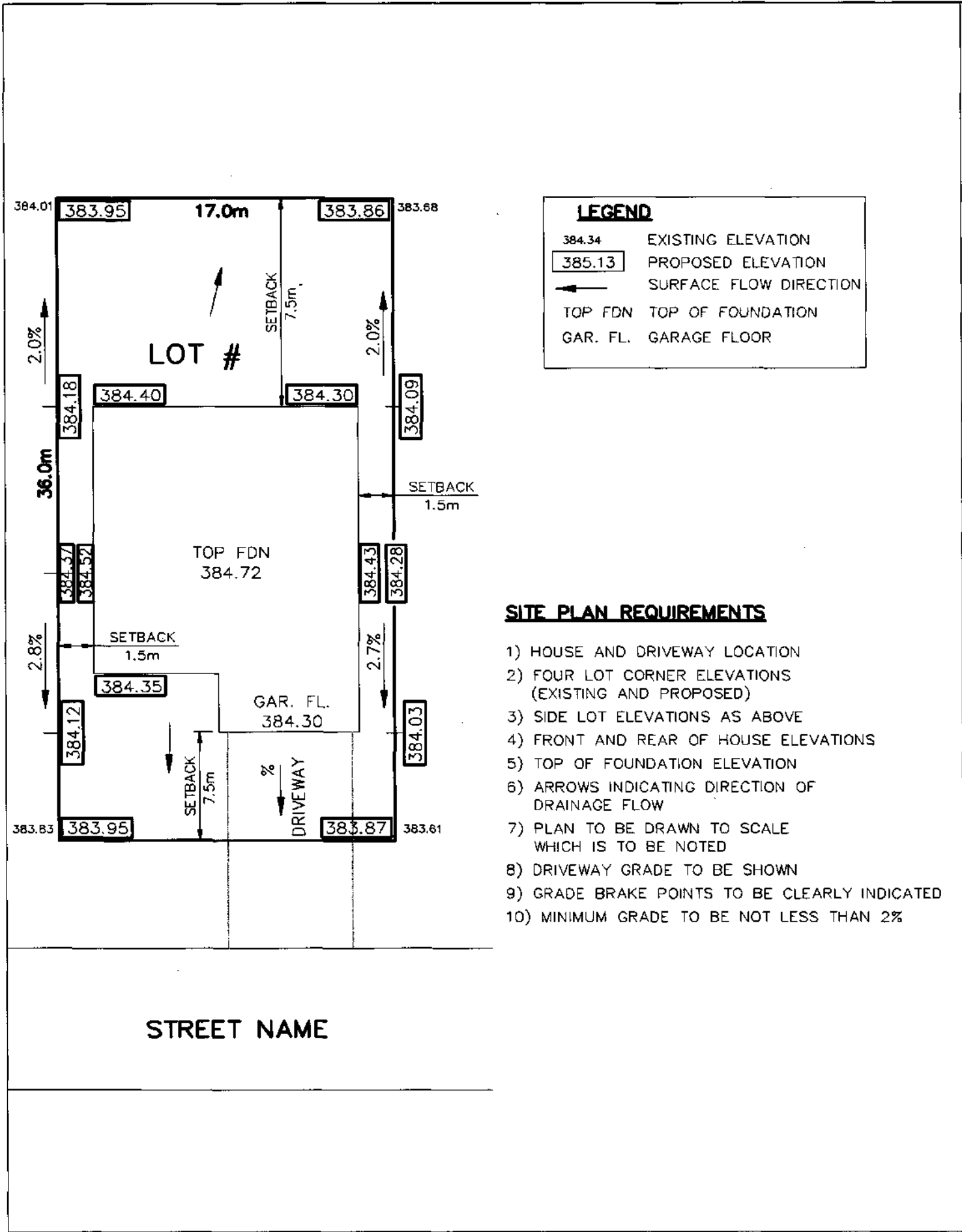
T.H. BROOKS SURVEYING LTD.
ONTARIO LAND SURVEYOR
REGISTERED : ONTARIO

3. strukture	100	B-7
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SCHEDULE "F"

SITE PLAN REQUIREMENTS

SUBDIVISION AGREEMENT BETWEEN The Township of Blandford-Blenheim and the
"Subdivider", Drumbo Development Corporation.



SCHEDULE "G"

SAMPLE NOTICE TO BUILDERS/OWNERS

The subdivision agreement for this project requires a \$2,500.00 deposit per lot to ensure lot grading and proper driveway construction within the Municipal right-of-way. These items are to be attended to by the owner or builder on each individual lot. The following procedures should be undertaken to ensure that the requirements of the subdivision agreement are met and the deposit is returned:

1. **Lot Grading**

The deposit and a plan showing how your house implements the overall lot grading requirements as set out on Drawings 6 and 7 of the Engineering Plans for Phase 1 are required by the Township to obtain a building permit.

Lot grading deposit is to be \$1,500.00 , cash or cheque, and is collected prior to the issuance of a building permit.

The plan must show the house location, driveway and elevations to show how the lot grading will work. Top of foundation, garage cut out and any window cut outs must be shown. Street lighting standards and equipment and hydro and telephone equipment must also be shown on the plan.

The builder/owner must have a Professional Engineer or Ontario Land Surveyor confirm to the Township that the foundation elevation conforms to the grading plan prior to framing.

The deposit will be returned when the following requirements are met:

- i) Water shut off is at grade and functioning at property line.
- ii) Lot grading is found acceptable and topsoil, sodding and/or seeding is completed. Please ensure that a minimum of 8" of foundation wall is exposed above grade and the grade slopes away from the foundation (6" drop to side lot lines).
- iii) Minor variations from the grading plan may be approved by the Township Engineer if they do not affect the overall grading scheme.

The Engineering fees to check lot grading are deducted from your deposit as outlined in the Subdivision Agreement and/or Agreement of Purchase and Sale.

2. **Driveways**

Acceptable driveway surfaces within the Municipal right-of-way are asphalt, paving stone or concrete.

Driveway deposit is to be \$1,000.00 , cash or cheque, and is collected prior to the issuance of a building permit.

The owner/builder must apply to the Township when the driveway is complete. The appropriate Township authority shall determine if the driveway is acceptable.

There is no charge for this inspection.

- 3. In the case of default for either lot grading or driveway installation, the Township may require the Subdivider to attend to the work or may use the deposit to perform repairs.
- 4. See the Subdivision Agreement and/or Agreement of Purchase and Sale for further details.
- 5. Private drain connections (PDC's) are for connection of sump pump outlets only. The piping from the sump pump must pump over top of the foundation wall prior to connection to the PDC at the property line. Roof water leaders shall not be connected to the PDC and must discharge to the surface or into approved dry wells.
- 6. There is a potential for noise level excesses from the CP Railway line. A warning clause is to be inserted into all property deeds. There also are agricultural operations in the area which have a potential for odours, noise and dust.

Please notify the Township where and to whom the deposit should be sent if the property changes hands prior to the deposit being released.

NOTE: The above deposits may be varied as per Section 22. h) "Driveways" and Section 23. j) "Lot Grading" of the Subdivision Agreement by resolution of Council.

SCHEDULE "H"

BLOCKS, EASEMENTS, RESERVES

SUBDIVISION AGREEMENT BETWEEN The Township of Blandford-Blenheim and the "Subdivider", Drumbo Development Corporation.

The following Blocks are to be dedicated free of encumbrance to the Township and/or County for municipal purposes.

Block 67 – to the Township being an Open Space/Storm Water Management Area

Block(s) 68 and 69 – to the Township being a Maintenance Access to Block 67

Block 70 – to the County to provide a Road Access to the County Sanitary Treatment Plant and Water Pumping Station

Easements

- Block 70 for Hydro One Networks Inc. equipment and an access to the County of Oxford to service the Sewer and Water Plant

Other Easements

The following easements currently affect the Plan of Subdivision

- Block 67 - Open Space/Storm Water Management Area connects to an easement located at 110 and 114 Wilmot Street North more particularly described as Parts 3 and 4 according to Reference Plan 41R-6429 being an Emergency Overland Flow Route for storm waters to Wilmot Street
- Parts 1 and 2, Reference Plan 41R-7646 contain an easement registered as Instrument 374078 (originally Part 1 on Reference Plan 41R-4921) and Instrument 418185 (originally Part 1 on Reference Plan 41R-5670) providing for access to the Sewer and Water Plant owned by the County.
- Part 3, Reference Plan 41R-7646 contains an easement registered as Instrument 374079 (originally Part 2 on Reference Plan 41R-4921) providing for hydro service to the Sewer and Water Plant owned by the County.

Note: "Other Easements" are not shown on the Plan contained in Schedule "E"

1 ft. Reserves

Not Required

All as shown on Schedule "E"

THE CORPORATION OF THE
TOWNSHIP OF BLANDFORD-BLENHEIM
BY-LAW NUMBER **1541-2007**

Being a By-law to authorize the execution of a Master Agreement between the County of Oxford and JGM Consulting (John Maddox) for the provision of professional services as a Meetings Investigator in accordance with Section 239.2 of the *Municipal Act, 2001, S.O. 2001 c.25*.

WHEREAS Section 239.2 of the *Municipal Act, 2001, S.O. c.25* authorizes the municipality to appoint an investigator who has the function to investigate in an independent manner, on a complaint made to him or her by any person, whether the municipality or a local board has complied with section 239 or a procedure by-law under subsection 238 (2) in respect of a meeting or part of a meeting that was closed to the public, and to report on the investigation.

AND WHEREAS the Township of Blandford-Blenheim desires to join with the County of Oxford and other area municipalities in the County to enter into One (1) Agreement to engage the professional services of John Maddox to exercise such powers and perform such duties as may be assigned by the parties to the agreement.

AND WHEREAS Subsection 391(3) of the *Municipal Act, 2001, S.O. c.25* authorizes the municipality to impose fees and charges for costs related to administration.

NOW THEREFORE, the Council of the Township of Blandford-Blenheim enacts as follows:

1. That the Mayor and Clerk are hereby authorized and directed to execute an Agreement that includes the Township of Blandford-Blenheim with the County of Oxford in engaging the services of JMG Consulting (John Maddox) as set out in the Agreement attached hereto as Schedule "A", forming part of this By-law.
2. That a fee in the amount of twenty-five dollars (\$25.00) be charged to all applicants that submit a request for an investigation or request services related to Section 239.1 of the *Municipal Act, 2001, S.O. c.25*.
3. That the Agreement shall take effect and come into force on January 1, 2008.

By-law **READ** a **FIRST** and **SECOND** time this 19th day of December, 2007.

By-law **READ** a **THIRD** time and **ENACTED** in Open Council this 19th day of December, 2007.

(SEAL)



Kenn R. Howling, Mayor



Keith Reibling, Clerk-Administrator

ISSUE DATE:

December 6, 2007



Ontario

Ontario Municipal Board
Commission des affaires municipales de l'Ontario

PL061038

Mar-Co Clay Products Inc. has appealed to the Ontario Municipal Board under subsection 34(11) of the *Planning Act*, R.S.O. 1990, c. P.13, as amended, from Council's refusal or neglect to enact a proposed amendment to Zoning By-law 1360-2002 of the Township of Blandford-Blenheim to rezone from A2 – General Agricultural to ME-2 - Aggregate Industrial the lands located at Part Lot 12, Concession 11 which adjoins the southerly edge of the company's operating area to expand the existing gravel pit operating area for product storage
OMB File No. Z060163

BEFORE:

J. R. McKENZIE
Vice-Chair

)
)
)

Thursday, the 6th day of

December, 2007

THIS MATTER having come on for public hearing, and the Board having issued Decision No. 2150 on July 31, 2007, and withheld its Order subject to the fulfillment of certain conditions;

AND THE BOARD having received a copy of the survey, a Grand River Conservation Authority confirmation letter and a revised draft of the proposed by-law;

AND THE BOARD being satisfied that the conditions have now been fulfilled;

THE BOARD ORDERS that the appeal by Mar-Co Clay Products Inc. to amend Zoning By-law 1360-2002 of the Township of Blandford-Blenheim is allowed in part and Zoning By-law 1360-2002 is hereby amended in the form as set out in Attachment "1" which forms part of this Order. The Township is hereby authorized to assign a by-law number to this document for record-keeping purposes. 1542-2007

THE BOARD ALSO CONFIRMS that the Grand River Conservation Authority has agreed to recognize the existing use, and no permit will be required for the placement or removal of aggregate stockpile material as indicated in its confirmation letter (Attachment 2).

A handwritten signature in cursive script, likely belonging to the Secretary.

SECRETARY

‘ ATTACHMENT 1’

**THE CORPORATION OF THE
TOWNSHIP OF BLANDFORD-BLENHEIM**

BY-LAW NUMBER 1542-2007

A By-Law to amend Zoning By-Law Number 1360-2002, as amended.

WHEREAS the Municipal Council of the Corporation of the Township of Blandford-Blenheim has been ordered by the Ontario Municipal Board to amend By-Law Number 1360-2002, as amended.

THEREFORE, the Municipal Council of the Corporation of the Township of Blandford-Blenheim, enacts as follows:

1. That Schedule "A" to By-Law Number 1360-2002 as amended, is hereby amended by changing to "ME-2" the zone symbol of the lands so designated "ME-2" on Schedule "A" attached hereto.
2. This By-Law comes into force in accordance with Sections 34(26) and (30) of the Planning Act, R.S.O. 1990, as amended.

READ a first and second time this _____ day of _____, 2007.

READ a third time and finally passed this _____ day of _____, 2007.

(SEAL)

Kenn Howling, Mayor

Keith Reibling, Clerk-Administrator

Adopted pursuant to OMB Decision No. 2150 (Dated July 31, 2007)
and OMB Order Dated December 6, 2007, File Number PL061038

Township numbered the By-law 1542-2007 on December 19, 2007.

SCHEDULE "A"

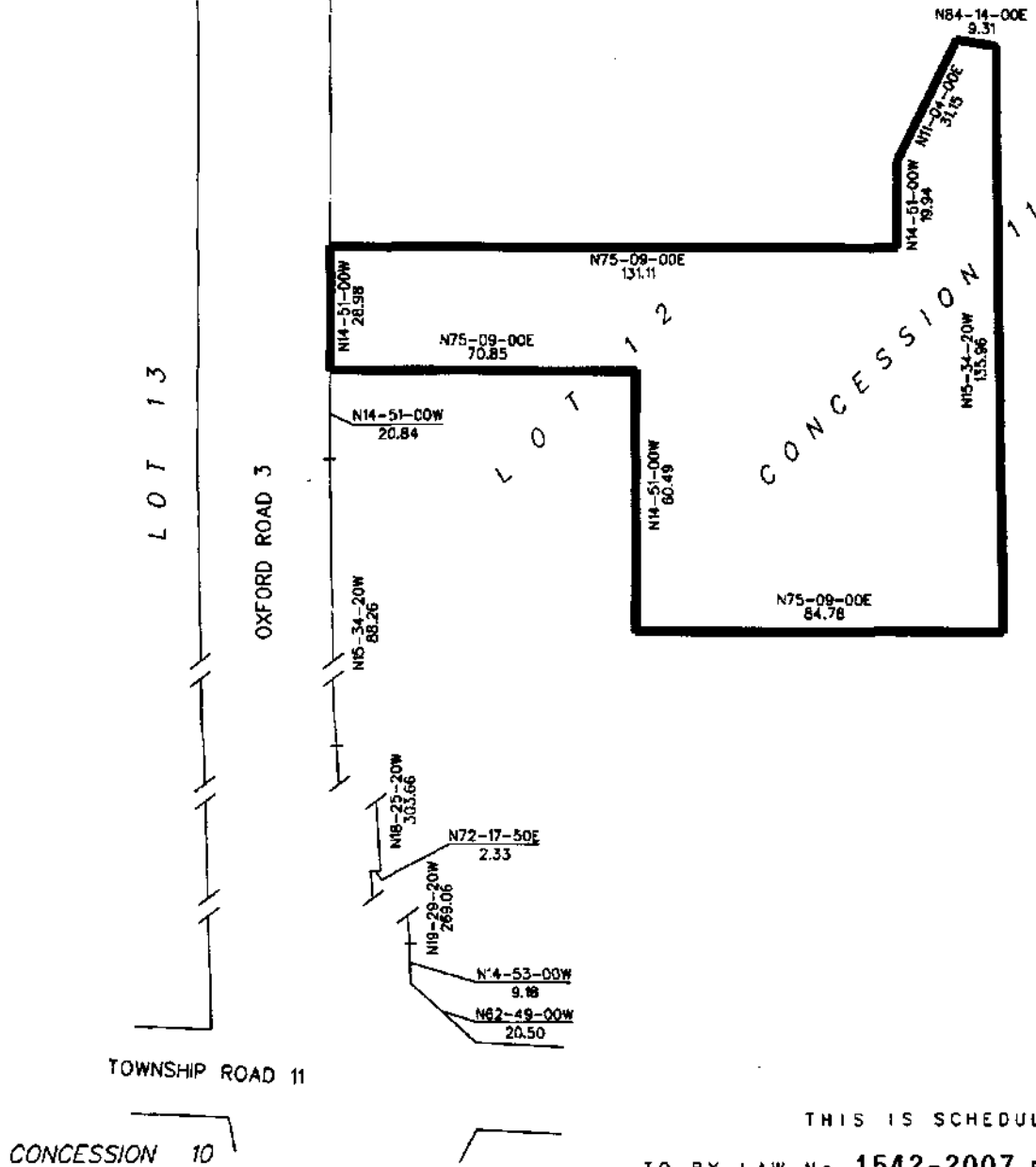
TO BY-LAW No. 1542-2007

PART LOT 12, CONCESSION 11 (BLENHEIM)

TOWNSHIP OF BLANDFORD-BLENHEIM



0 10 20 30
METRES



AREA OF ZONE CHANGE TO ME-2

NOTE: ALL DIMENSIONS IN METRES

Oxford County
growing stronger...together
For more information visit us at www.oxfordcountycanada.com
Information Systems 62007

THIS IS SCHEDULE "A"
TO BY-LAW No. 1542-2007, PASSED
THE _____ DAY OF _____, 2007

MAYOR

CLERK-ADMINISTRATOR

**Grand River Conservation Authority**

400 Clyde Road, P.O. Box 729
Cambridge, Ontario N1R 5W6
Telephone (519) 621-2761
Fax (519) 621-4944
Internet: <http://www.grandriver.ca>

November 28, 2007

Mr. R. Rossi
Ontario Municipal Board
655 Bay Street, Suite 1500
Toronto, Ontario M5G 1E5

Re: Clearance of Conditions of Settlement
OMB Case No. PL061038, OMB File No. Z06013
Application for Zone Change (ZON 1-06-2)
Part of Lot 12, Concession 12 (Blenheim)
706083 Township Road 2
Township of Blandford-Blenheim (Mar-Co Clay Products Inc.)



Dear Mr. Rossi,

Further to our correspondence of July 31st, 2007 (draft) and August 24th, 2007 (see attached) the Grand River Conservation Authority are in a position to provide final clearance of the settlement of the above noted Ontario Municipal Board hearing.

As agreed, during the settlement discussions on this matter, the limit of the area to be rezoned was staked in the field on July 10th, 2007, by Ray Martin, Mike Leonard, Ian Seddon, Tony Zammit and myself. The limit was modified slightly on the north east corner during a meeting with Ron Martin, Ray Martin and myself on August 17, 2007. The agreed upon limit of the proposed ME-2 line has been identified as Parcel A on the sketch prepared by T. H. Brooks Surveying Ltd. Job No. B-7701/2, Disk 103, dated 2007 (see attached). The area to be rezoned to ME-2 has been identified on the Zoning By-Law Schedule A prepared by the County of Oxford (see attached).

The GRCA is satisfied that the Zoning By-law text and Schedule A reflects Parcel A on the surveyor's sketch.

Floodplain Regulation

On November 17, 2007 the Grand River Conservation Authority received, from Mr. Peter Crook, P. Eng., the digital version of the surveyed topographic elevations that will enable us to update our GIS mapping. These elevations were surveyed on March 25, 1997 and November 28, 2005. The elevations were interpolated by Mr. Peter Crook, P. Eng to determine the elevation of the Regulatory Floodline of the Nith River.

As noted in GRCA correspondence dated August 24, 2007, the amended floodplain and a 5 metre allowance are included within the GRCA Regulation Limit pursuant to Ontario Regulation 150/06.

Wetland Regulation

For the purpose of a settlement of the above noted OMB hearing the GRCA has agreed to the rezoning of the lands currently or historically in use as part of the aggregate operation (including the stockpile area).



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On November 17, 2007 we received the digital layers that will enable us to update our GIS wetland mapping from Mr. Peter Crook. The wetland limits was surveyed on November 29, 2005 and July 23, 2007.

The nature of the proposed Mar-Co Clay operation within the area to be rezoned ME-2, results in constantly changing size and locations of the stockpiles i.e. constant fill placement and fill removal within the area that is zoned ME-2.

The draft *GRCA Policies for the Administration of Ontario Regulation 150/06* Section 5 "Activities Regulated" states "...the GRCA will generally not require permission for the following activities, including but not limited to: ...on-going operations associated with existing commercial/industrial uses that have been previously approved by the GRCA, ..." Should this wording be approved by the General Membership of the GRCA on Friday, November 30th, 2007 we would identify the ongoing stockpiles associated with the proposed ME-2 area within the intent of this policy. Therefore, a GRCA permit would not be required nor will Environmental Impact Studies, for the constantly changing location of the stockpiles in the area to be zoned ME-2.

As noted in GRCA correspondence dated August 24, 2007, the wetland and 120m area of interference are included within the GRCA Regulation Limit pursuant to Ontario Regulation 150/06. Additional information is included in this correspondence related to new structures within 120m of the wetland on this property.

The surveyed and interpolated limits of the wetland and floodplain on this property have been amended in the GRCA Geographic Information System (GIS) mapping to reflect the revised limits. A copy of the revised GRCA mapping will be forwarded to the applicant as soon as it is available.

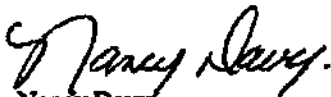
In accordance with the GRCA Plan Review Fee Schedule, we have received the plan review fee of \$1,650.00 payable to the GRCA.

We recommend that the limit of the ME-2 zone be clearly identified on the property with the use of permanent markers such as large poles, preferably metal, to indicate where the ME-2 zoning boundary changes direction.

Upon the completion of the Zoning By-law amendment process, we recommend that the GRCA and the landowner discuss the final plans for the implementation of the proposed use on this site. These discussions will include the proposed mitigation measures to ensure that sediment will not enter the remaining wetland. Additional information regarding mitigation measures is included in our correspondence of August 24, 2007.

We trust the above is of assistance on this matter. If you require any further information, please contact the undersigned at (519) 621-2763 ext. 2235.

Yours truly,



Nancy Davy
Supervisor of Resource Planning

cc: Mr. Ray Martin, Operations Manager, Mar-Co Clay Products Inc., R.R. #3, Bright, ON N0J 1B0
Mr. Andrew Wright, Siskinds, 680 Waterloo Street, P.O. Box 2520, London, ON, N6A 3V8
Mr. Keith Reibling, Township of Blandford-Blenheim
Mr. Murray Coulter, Nesbitt Coulter 432 Simcoe Street, P.O. Box 125 Woodstock, ON N4S 7W8
Mr. Steven Couture, County of Oxford
Mr. Ian Seddon, Ian Seddon Planning Services, 138 Chalot Crescent, London, ON N6K 3C6